

KELLY & VISOTCKY, L.L.C.

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RICHARD P. VISOTCKY

Please Reply to:
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January 24, 2022

HAND DELIVERED

Lauren Caravano, Land Use Board Secretary
Borough of Beach Haven
300 Engleside Avenue
Beach Haven, New Jersey 08008

RE: Laura L. Polascak
Premises: 229—11th Street, Unit C, Beach Haven, New Jersey
a/k/a Block 208, Lot 17

Dear Ms. Caravano:


Please be advised that this office represents Laura L. Polascak in regard to their application before the Borough of Beach Haven Land Use Board. Enclosed herein please find the following:

1. Six (6) copies of Application;
2. Six (6) copies of Affidavit of Ownership by an Individual;
3. Six (6) copies of Land Use Board Checklist;
4. Six (6) copies of W-9 Form;
5. Six (6) copies of Variance Plan;
6. Six (6) copies of Architectural Plan;
7. Six (6) copies of colored photographs;
8. Six (6) copies of Notice of Hearing;
9. Six (6) copies of letters from owners of other units permitting my application;
10. Six (6) copies of By-Laws; and
9. Two (2) checks made payable to the Borough of Beach Haven; one in the amount of \$200.00, representing the application fee (1 bulk variance and 1 use variance; and one in the amount of \$1,500.00, representing escrow fees.

Kindly advise if you need anything further from our office, advising our office when same has been deemed complete.

Thank you for your anticipated cooperation in this matter.

Very truly yours,


RICHARD P. VISOTCKY
RPV:kes
Enclosure

Beach Haven Land Use Board

CHECKLIST

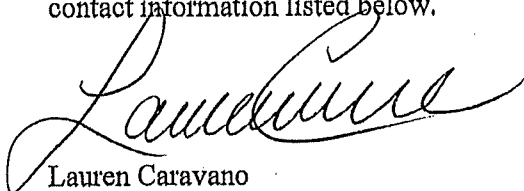
Application shall be submitted to the Land Use Board Secretary no less than twenty-one (21) calendar days prior to the requested meeting date. An application shall not be considered until all the documents listed below have been submitted.

1. XX Completed original application including all supporting documents separated into six (6) individual packets.
2. XX A PDF electronic version of the completed application emailed to lubsecretary@beachhaven-nj.gov
3. XX Fees: Application and Escrow free, in two separate checks made payable to the Borough of Beach Haven (see below for fee schedule)
 - A. Subdivision Fees (90-1): <https://ecode360.com/8937882>
 - B. Site-Plan Fees (90-2): <https://ecode360.com/8937883>
 - C. Hold-over Fees (90-3): <https://ecode360.com/8937884>
 - D. Variance Fees (90-4): <https://ecode360.com/8937885>

The following must be in 10 calendar days prior to hearing date:

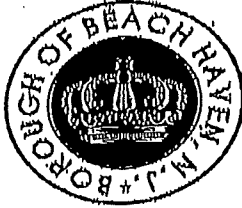
4. _____ Certified list of property owner within 200 feet of subject property from the Tax Collector's Office
5. _____ Certified mail receipts showing postal date stamp from letters sent to property owners
6. _____ Certification in writing from the Tax Collector that all taxes are paid in full for the current quarter.
7. _____ Original Affidavit of Proof of Service
8. _____ Original Affidavit of Publication to Newspaper
9. _____ Original Notice to Property Owners
10. _____ Original Affidavit of Ownership by Business Entity
11. _____ Original Affidavit of Ownership by an Individual
12. _____ One (1) copy of this Checklist
13. _____ Other Reports per Submission Checklist

Should you have any further questions, please feel free to contact me, Colleen McNally, at the contact information listed below.



Lauren Caravano
Land Use Board Secretary

609-492-0111 ext. 213
lubsecretary@beachhaven-nj.gov



LAND USE DEVELOPMENT APPLICATION

300 Engleside Avenue
Beach Haven, New Jersey 08008
609.492.0111

TO BE COMPLETED BY BOROUGH STAFF ONLY

Date Filed: <u>1/25/2022</u>	Docket #: <u>2022-02</u>
Application Fee: <u>600.00</u>	Escrow Deposit: <u>1500.00</u>
Technical Review: _____	Hearing Date: _____

1. SUBJECT PROPERTY (TO BE COMPLETED BY APPLICANT)

Location: 229--11th STREET, UNIT C
Tax Map: Page: _____ Block: 208 Lot(s): 17
Page: _____ Block: _____ Lot(s): _____
Dimensions: Frontage: 40 ft. Depth: 106 ft. Total Area: 4,240 sq. ft.
Zoning District: BD Zone

2. APPLICANT:

Name: Laura L. Polascak
Address: 229--11th Street, Unit C, Beach Haven, New Jersey 08008
Phone Number: Local #: _____ Cell #: 609-314-6335
Work #: _____ Fax #: _____
Email Address: lpolasca@gmail.com
Applicant is: Corporation _____ Partnership _____ Individual xx
Other (Please Specify) _____

3. DISCLOSURE STATEMENT:

Pursuant to N.J.S. 40:550-48.1, the names and address of all persons owning 10% of the stock in a corporate applicant or 10% interest in any partnership applicant must be disclosed. In accordance with N.J.S. 40:550-48.2 that disclosure requirement applies to any corporation or partnership which owns more than 10% interest in the applicant followed up the chain of ownership until the names and addresses of the non-corporate stockholders and partners exceeding the 10% ownership criterion have been disclosed (Attach pages as necessary to fully comply.)

Name: _____ Address: _____ Interest: _____
Name: _____ Address: _____ Interest: _____

** APPLICANT IS RESPONSIBLE FOR PAYMENT OF ALL PROFESSIONAL REVIEW FEES, INCLUDING THE ENGINEER AND ATTORNEY, ALL ENGINEERING AND LEGAL FEES MUST BE PAID BEFORE CONSTRUCTION OR ZONING PERMITS CAN BE ISSUED. **

4. If owner(s) is other than the applicant, provide the following information on the owner(s):

Owners Name: Same as applicant
Address: _____
Phone Number: Local #: _____ Cell #: _____
Work #: _____ Fax #: _____
Email Address: _____
Relationship of the applicant to the property in question:
Owner: _____ Lessee: _____ Purchaser Under Contract: _____ Other: _____

5. PROPERTY INFORMATION:

Deed restrictions, covenants, easements, rights of way, association by-laws, or other dedication existing or other dedication existing or proposed on the property:

Yes (attach copies) xx No _____ Proposed _____
Note: All Deed Restrictions, Covenants, Easements, Rights of Ways, Association By-Laws, or other dedications existing and proposed must be submitted for review.

Site Plan and/or conditional use applicants:

Proposal for: New structure _____ Expanded area _____ Alteration _____
Expansion of structure xx Change of Use _____ Sign _____
Other (please specify) _____

Has this property been the subject of any prior application(s) to the Planning Board or Zoning Board of Adjustment? Yes _____ No xx
If yes, please attach the date(s), the relief sought, the disposition of the case and a copy of the Resolution(s).

Is the subject property located on?

A County Road: Yes _____ No xx A State Road: Yes _____ No xx
Within 200 feet of a Municipal boundary: Yes _____ No xx

Present use of the premises: Unit C is a part of four (4) condo units comprising two (2) buildings on Lot 17, Block 208
Unit C is a ground level condo unit which is located in the rear building on the lot.

6. Applicant's Attorney: Richard P. Visotcky, Esq. of Kelly & Visotcky LLC
Address: 149 E. Bay Avenue, P.O. Box 536, Manahawkin, NJ 08050
Phone #: 609-597-7200 Fax #: 609-597-8531 Email: kviaw@kvlawfirm.com

7. Applicant's Engineer: John W. Lord, P.E., P.L.S., of FP&L Associates, Inc.
Address: 263 Brick Boulevard, Suite 5, Brick, New Jersey 08723
Phone #: 732-920-5100 Fax #: 732-920-5199 Email: johnwlordpels@hotmail.com

8. Applicant's Planning Consultant: John W. Lord, P.E., P.L.S., of FP&L Associates, Inc.
Address: 263 Brick Boulevard, Suite 5, Brick, New Jersey 08723
Phone #: 732-920-5100 Fax #: 732-920-5199 Email: johnlordpels@hotmail.com

9. Applicant's Architect:
John F. Adamson, AIA of Adamson, Riva & Lepley Architects
Address: 124 N. Main Street, Forked River, NJ 08731
Phone #: 609-668-2383 Fax #: Email: jadamson@adamsonriva.com

10. List any other Expert who will submit a report or testify for the Applicant: (attach additional sheets if necessary)
Name: _____
Field of Expertise: _____
Address: _____
Phone #: _____ Fax #: _____ Email: _____

11. Application Represents a Request for the Following:

SUBDIVISION:

____ Minor Subdivision Approval
____ Subdivision Approval ~ Preliminary
____ Subdivision Approval ~ Final
Number of Lots to be created _____ Number of Proposed Dwelling Units (if applicable) _____
Area and Dimension of each proposed lot: _____

SITE PLAN:

____ Minor Site Plan Approval
____ Preliminary Site Plan Approval {Phases (if applicable) _____}
____ Final Site Plan Approval {Phases (if applicable) _____}
____ Amendment or Revision to an Approved Site Plan
Area to be disturbed (square feet): _____
Total number of dwelling units: _____
____ Request for Waiver from Site Plan Review and Approval
Reason for Request: _____

____ Informal Review
____ Appeal Decision of an Administrative Officer (N.J.S. 40:55D-70A)
____ Map or Ordinance Interpretation or Special Question (N.J.S. 40:55D-70B)
xx Variance Relief (Hardship) (N.J.S. 40:55D-70C (1))
xx Variance Relief (Substantial Benefit) (N.J.S. 40:55D-70C (2))
xx Variance Relief (OSE) (N.J.S. 40:55D-70D)
____ Conditional Use Approval (N.J.S. 40:55D-67)
____ Direct Issuance of a Permit for a Structure in Bed of a Mapped Street, Public Drainage Way or a Flood Control Basin (N.J.S. 40:55D-34)
____ Direct Issuance of a Permit for a Lot Lacking Street Frontage (N.J.S. 40:55D-35)

12. Section(s) of Ordinance from which a variance is requested:

Use variance to expand a prior existing non-conforming use.

Rear yard setback having proposed, 1.65 ft. (25 ft. required).

Any parking or side yard setbacks are existing conditions.

13. Waivers Requested of Development Standards and/or Submission Requirements (attach additional pages as needed):

14. Attach a copy of the proposed notice to appear in the Official Newspaper in the Municipality and to be mailed to the owners of all real property as shown on the current tax duplicate, located within the State and within 200 feet in all directions of the property which is the subject of this application. THE NOTICE MUST SPECIFY THE SECTIONS OF THE ORDINANCE FROM WHICH RELIEF IS SOUGHT (if applicable).

The publication and the service on the affected owners must be accomplished at least 10 days prior to the date scheduled by the Administrative Officer for the hearing

15. An Affidavit of Service on all property owners and a Proof of Publications must be filed before the Application will be complete and the hearing can proceed.

Explain in detail the exact nature of the Application and the changes to be made at the premises, including the proposed use of the premises (attach pages as needed):
See rider attached

16. Is a public water line available? yes
17. Is public sanitary sewer available? yes
18. Does the application propose any lighting? no
19. Have any proposed new lots been reviewed with the Tax Assessor to determine appropriate Block and Lot number? not applicable
20. Are any off-tract improvements required? no
21. Is the Subdivision to be filed by Deed or Plat? not applicable
22. What form of security does the applicant propose to provide as performance and maintenance guarantees? _____
23. Other approvals which may be required and date plans submitted:

	YES	NO	DATE PLANS SUBMITTED
Local Fire Prevention	_____	_____	_____
Beach Haven Water Dept	_____	_____	_____
Beach Haven Sewerage Authority	_____	_____	_____
Beach Haven Public Works Dept.	_____	_____	_____
Long Beach Island Health Dept.	_____	_____	_____
Ocean County Planning Board	_____	_____	_____
Ocean County Soil Conservation Dept.	_____	_____	_____
NJ Dept. Environmental Protection	_____	_____	_____
Sanitary Sewer Connection Permit	_____	_____	_____
Sewer Extension Permit	_____	_____	_____
Waterfront Development Permit	_____	_____	_____
Wetlands Permit	_____	_____	_____

Number 15 Rider

Applicant is the owner of Units C and D. Unit C is located on the ground level below base flood. Applicant proposes to construct a new floor above existing rear building, which will replace the Unit C where below flood elevation and convert this space to non-habitable living area. If required, Applicant will seek a Use Variance for the expansion of a non-conforming multi-unit building with the second floor addition and will seek variance for rear yard setback, having proposed 1.65 ft. (25 ft. required) and an additional Variance that may be required for existing side yard setbacks and parking.

	YES	NO	DATE PLANS SUBMITTED
<u> </u> Tidal Wetlands Permit	<u> </u>	<u> </u>	<u> </u>
<u> </u> F.E.M.A.	<u> </u>	<u> </u>	<u> </u>
<u> </u> NJ Dept. of Transportation	<u> </u>	<u> </u>	<u> </u>
<u> </u> Atlantic City Electric	<u> </u>	<u> </u>	<u> </u>
<u> </u> NJ Natural Gas	<u> </u>	<u> </u>	<u> </u>
<u> </u> Other <u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u> Other <u> </u>	<u> </u>	<u> </u>	<u> </u>

24. Certification from the Tax collector that all taxes due on the subject property have been paid.

25. List of Maps, Reports and other Materials accompanying the application (attach additional pages as required for complete listing)

The documentation must be received by the Board Secretary at least twenty-one (21) days prior to the meeting at which the application is to be considered. A list of the Professional Consultants is attached to the application form

<u>Quantity</u>	<u>Description of Item</u>
<u>6</u>	<u>Variance Plans F P & L Associates, Inc.</u>
<u>6</u>	<u>Architectural plans of Adamson Riva & Lepley</u>
<u> </u>	<u>Photographs of existing conditions</u>

26. The applicant hereby requests that copies of the reports of the professional staff reviewing the application provided to the following of the applicant's professionals:
Specify which reports are requested for each of the applicant's professionals or whether ALL reports should be submitted to the professionals listed.

<u>Applicant's Professional</u>	<u>Reports Requested</u>
<u>xx</u> Attorney	<u>xx</u>
<u>xx</u> Engineer	<u>xx</u>
<u>xx</u> Architect	<u>xx</u>
<u> </u>	<u> </u>

27. Check Lists Used:

Schedule A	<u> </u> Yes	<u> </u> No
Schedule B	<u> </u> Yes	<u> </u> No
Schedule C	<u> </u> Yes	<u> </u> No

28. I hereby certify that the foregoing statements and the materials submitted are true, and waive all applicable time limits until the first public hearing of the application. I further certify that I am the individual applicant or that I am an officer of the corporate applicant and that I am authorized to sign the application for the Corporation or that I am a General Partner of the Partnership applicant. (If the applicant is a Corporation, this MUST be signed by an authorized corporate officer. If the applicant is a Partnership, this MUST be signed by a General Partner)

Laura Polasich
SIGNATURE OF APPLICANT

1/24/22
DATE

Laura Polasich
SIGNATURE OF OWNER

1/24/22
DATE

29, I, the Developer/Applicant understand that a sum, to be determined by the Administrative Officer, will be deposited into an escrow account, in accordance with the Ordinances of the Borough of Beach Haven. I further understand that the escrow account is established to cover the cost of professional services including engineering, planning, legal and/or other expenses associated with the review of submitted materials. Sums not utilized in the review process shall be returned. If additional sums are deemed necessary, I understand that I will be notified of the required additional amount and shall add that sum to the escrow account within fifteen (15) days.

Laura L Polascak
SIGNATURE OF APPLICANT

Laura L. Polascak

1/29/22
DATE

BOROUGH OF BEACH HAVEN PROFESSIONAL CONSULTANTS

Land Use Board Attorney:

~~Stuart Snyder, Esquire~~

~~2100 Long Beach Blvd.~~

~~Seaside City, NJ 08008~~

~~609.494.7676~~

~~(FAX) 609.494.8422~~

Land Use Board Engineer/Planner:

Frank J. Little Jr., P.E., P.P.

Owen Little & Associates

443 Atlantic City Blvd.

Beachwood, NJ 08722

732.244.1090

(FAX) 732.341.3412

Beach Haven Borough Attorney:

Bruce Padula, Esquire

Clary Glacobbbe Alfieri Jacobs, LLC

955 Route 34, Suite 200

Matawan, NJ 07747

732-583-7474

(FAX) 732-290-0753



AFFIDAVIT OF OWNERSHIP BY AN INDIVIDUAL

STATE OF NEW JERSEY :

COUNTY OF OCEAN : SS

Laura L. Polascak _____ of full age, being duly sworn according to law, on oath deposes and says that he or she resides at 132 West Upper Ferry Road, Trenton, NJ 08628, in the Municipality of Beach Haven, County of Ocean and the State of New Jersey that he or she is the owner in fee simple, of all that certain lot, tract, or parcel of land, situated, lying and being in the Borough of Beach Haven, Ocean County, State of New Jersey, and known and designated as LOT: 17, BLOCK: 208 and that he or she hereby authorizes and appoints Richard P. Visotcky, Esq. as his or her attorney, in fact, to make the within Application on his or her behalf to the Land Use Board of the Borough of Beach Haven, Ocean County, State of New Jersey.

Laura L. Polascak
SIGNATURE OF OWNER/APPLICANT
LAURA L. POLASCAK

1/24/22
DATE

Laura L. Polascak
SIGNATURE OF OWNER/APPLICANT

1/24/22
DATE

Sworn to and subscribed
Before me this 24 day
of JANUARY
20 22,

Kathleen Santos
NOTARY PUBLIC OF NEW JERSEY
KATHLEEN SANTOS
#2086545
My Commission Expires March 14, 2026

Borough of Beach Haven Land Use Board Checklist		Minor Site Plan	Prelim. Site Plan	Final Site Plan	Minor Subdivision	Prelim. Major Subdivision	Final Major Subdivision	Bulk Variance	Use Variance	Other Applications (Appeals/Interpretation)	Applicant Submission	Board Receipt	Not Applicable	Waiver (Attach Reason)
Laura L. Polascak, Block 208, Lot 17														
DETAILED SPECIFICATIONS														
1	For Major and Minor Subdivisions and Site Plan Applications, a scale of not less than 1" = 30' for tracts up to five (5) acres or 1" = 60' for tracts greater than five (5) acres. For Variance Applications, a scale of not less than 1" = 10' for lots 10,000 SF or less and 1" = 20' for lots greater than 10,000 SF.	X	X	X	X	X	X	X	X	X	X			
2	Signature, seal, address, license number of professional preparing plat.	X	X	X	X	X	X	X	X	X	X			
3	Plat based on land survey less than 12 months old	X	X	X	X	X	X	X	X	X	X			
4	Sheet size up to 30" x 42"	X	X	X	X	X	X	X	X	X	X			
5	Each sheet numbered and titled	X	X	X	X	X	X	X	X	X	X			
GENERAL INFORMATION														
6	Existing and proposed lot lines with dimensions, bearing and curve data.	X	X	X	X	X	X	X	X	X	X			
7	Key Map: site location and features within 400 FT, including streets, street names, and zone boundaries	X	X	X	X	X	X	X	X	X	X			
8	Title Block: Applicant name, name of development, preparer, lot and block numbers, date prepared, application type, and zoning district.	X	X	X	X	X	X	X	X	X	X			
9	Tax map sheet, lot and block numbers	X	X	X	X	X	X	X	X	X	X			
10	Zone boundaries, tax map sheet, lot and block numbers and names and addresses of all owners within 200 FT.	X	X	X	X	X	X	X	X	X	X			
11	Date of original and all revisions.	X	X	X	X	X	X	X	X	X	X			
12	Written and graphic map scale.	X	X	X	X	X	X	X	X	X	X			
13	North arrow with reference meridian.	X	X	X	X	X	X	X	X	X	X			
14	Data and signature as per the "Map Filing Law"				X	X	X							
15	Table of zoning requirements, showing existing nonconformities and proposed variances.	X	X	X	X	X	X	X	X	X	X			
16	Area of the tract and of each lot.	X	X	X	X	X	X	X	X	X	X			
17	Approval signature lines for Chairman, Secretary and Board Engineer	X	X	X	X	X	X							
NATURAL FEATURES														
18	Existing and proposed contours at one-foot intervals indicating surface drainage and topography within 50 FT	X			X									
19	Existing and proposed contours at one-foot intervals indicating surface drainage and topography within 200 FT		X	X		X	X							
20	All existing water courses and related areas that are subject to 100 Year floods under FEMA standards.	X	X	X	X	X	X							
21	The boundaries of wetlands and wetland transition areas.	X	X	X	X	X	X	X	X	X			X	
MANMADE FEATURES														
22	Show existing structures and setbacks from existing and proposed property lines, indicating those to be modified or removed or to remain. Show setback of structures on adjacent properties.	X	X	X	X	X	X	X	X	X	X			
23	Location of proposed buildings, finished grade, first floor and basement elevations, setbacks of all buildings from nearest lot lines, building height and other pertinent improvements.	X	X	X	X	X	X	X	X	X	X			
24	Building coverage and lot coverage calculations.	X	X	X				X	X	X	X			
25	Existing and proposed easements, rights-of-way and their purposes.	X	X	X	X	X	X	X	X	X		X		
26	Existing and proposed manholes, sewer lines, stormwater management facilities, waterlines, fire hydrants and utility poles within 200 FT.	X	X	X	X	X	X							
27	Plans and profiles of proposed utility layouts, such as sewers, storm drains, water, gas, communications and electric, showing feasible connections to existing or proposed utility systems as well as channel section details, pipe sizes, types and inverts, road crowns and slopes.		X	X		X	X							

Borough of Beach Haven Land Use Board Checklist		Minor Site Plan	Prelim. Site Plan	Final Site Plan	Minor Subdivision	Prelim. Major Subdivision	Final Major Subdivision	Bulk Variance	Use Variance	Other Applications (Appeals/Interpretations)	Applicant Submission	Board Receipt	Not Applicable	Waiver (Attach Reason)
28	All monumentation as required as per the "Map Filing Law" including all monuments found, set or to be set.				X	X	X							
29	Off-street parking and loading spaces required and proposed, and location and dimensions of access drives, allees and parking stalls	X	X	X					X		X			
ESSENTIAL														
30	Location, names and widths of all existing and proposed streets, sidewalks and street widening within 200 FT of the site.	X	X	X	X	X	X							
31	Plans, profiles and cross-sections of paved areas, curbs and sidewalks.	X	X	X	X	X	X							
EMBELLISHMENTS														
32	Exterior Lighting Plan, including the location, direction of illumination, amount of illumination expressed in horizontal foot candles, wattage and drawn details of all outdoor lighting standards and fixtures.	X	X	X		X	X							
33	Landscaping and Screening Plan showing the location, type of tree or shrub and the location, type and amount of each type of ground cover.	X	X	X	X	X	X							
34	Storm drainage calculations.		X			X								
35	Stormwater management facilities shown on the grading plan showing all aspects of the stormwater system.	X	X	X		X	X							
36	Applications for new construction or additions to buildings; provide 19 sets of building plans showing elevations and floor areas (including dimensions) for all floors. Building elevation to be provided for the full height of the building from grade to roof peak. Plan scale shall be a minimum of 1/4" per foot. Building elevations shall be provided for all sides and shall be labeled North, South, East and West.							X	X	X	X			
37	Location of all signs and drawn details showing the size, construction type, height and content of all signs.	X	X	X										
38	Drawn details of the type of screening to be used for the refuse storage areas, outdoor equipment and bulk storage.	X	X	X										
39	Traffic Study		X			X								

Reviewed By:

Date:

Block: 208

Lot: 17

KELLY & VISOTCKY, L.L.C.

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RICHARD P. VISOTCKY

Phone: (609) 597-7200
Telefax: (609) 597-8531
kvlaw@kvlawfirm.com

NOTICE OF HEARING

PLEASE TAKE NOTICE that Laura L. Polascak has made application to the Beach Haven Land Use Board for permission legalize an existing non-permitted use in the BD Zone and to add a third floor to the existing rear two-unit condominium and then convert the existing first floor condominium unit to storage in order to have the existing building conform to the proposed floor elevation at her property located at 220—11th Street, a/k/a/ Block 208, Lot 17 on the Beach Haven Borough Official Tax Map. The rear unit will remain a two unit condominium building.

Applicant will seek variances for lot area, proposed 4,240 sq. ft. (3,600 sq. ft. required); rear setback, proposed 16.5 ft. (25 ft. required); building coverage, proposed 42.8% (75% required); impervious coverage, proposed 54.3% (75% required) and building height, proposed 32 ft. (35 ft. required).

Applicants will also seek any other variances that may be required by the Beach Haven Land Use Board at the time said application is heard.

Documents are available for inspection at the Office of the Land Use Board, 300 Engleside Avenue, Beach Haven, New Jersey, during normal business hours.

This matter is scheduled for a public hearing on **Monday, _____** at 6:00 PM before the Land Use Board of the Borough of Beach Haven via a virtual Zoom meeting. Please note the following for any information concerning this application and participation in the public meeting:

PUBLIC ACCESS TO ZOOM MEETING

To access the virtual hearing, you must join the Zoom meeting. To access the Zoom meeting, you will need access to a computer with internet access and/or dial in through a mobile or land line phone to log into the meeting. To join the zoom meeting, click on the link below and type in the Meeting ID and Password. You will join the meeting and be able to listen and view the evidence shared on the screen at the meeting. You will also be able to access the files for the meeting on the Borough of Beach Haven Website found here <https://beachhaven-nj.gov/government/land-use-board/>

Kelly & Visotcky, LLC

Dated: _____

By: _____
Richard P. Visotcky, Esquire
Attorney for Applicants

Hi Laura,

I am sending this to you to let you know that I approve of the application that you are submitting to the land use board.

I am eager for you to get your approval to raise your building so that it is above the flood zone.

Your current building will increase in value when it is raised which is good for the entire Condominium Association. The insurance rates, that are currently exorbitant, will be lowered a great deal and that will help all of our unit owners financially.

I wish you luck with this and I hope that this approval can be expedited since this has been such a long process for you. It is a much-needed change!

Kind Regards,

Kelley Baldassare

Kelley Baldassare

229 11th St Unit B Beach Haven, NJ 08008

Neuhaus Realty

4 S Holmdel Rd

Holmdel, NJ 07733

To Whom It May Concern –

I am the Treasurer of the Schooners View Condo Association. I've owned my condo unit since 2002.

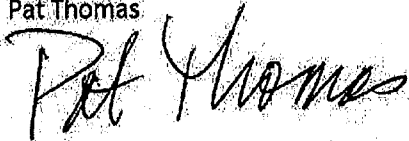
Since Superstorm Sandy hit in 2012, our 2 buildings have drastically changed. The front building was lifted (with the help of the FEMA ICC money that was available to us). The back building became a repetitive loss issue due to small, but destructive enough, subsequent floods.

Last year, our flood insurance on the front, lifted, building was \$879.00. The unlifted back building flood insurance was \$13,353.00. As a 3 member condo association, the disparity between a building above the flood zone height and one that is below the flood zone is quite tough for us to pay.

Turning the first floor of the rear building into a non-living space is my hope. Adding a floor on top of the rear building is the best solution in my opinion, and I applaud Laura's determination in moving this project forward. The footprint remains the same, so there is no association issue that will need to be discussed among us.

Thank you for your consideration.

Sincerely,
Pat Thomas

A handwritten signature in black ink that reads "Pat Thomas". The signature is stylized, with the first letters of the first and last names being capitalized and prominent.

pat@patthomas.org
917-405-5181

January 18, 2022

Laura Polascak
229 11th Street
Units C & D
Beach Haven, NJ 08008

Dear Laura,

I hope all is well. I approve of the application you are submitting to the land use board. I'm excited to know that you are reaching the final steps to rebuild your units to be above the flood zone level. The importance of rebuilding above the flood level can't be overstated. With the recent flooding and insurance claims being what they were, this will be a welcome solution. Rebuilding will also improve the overall condo complex's appearance and appeal.

One of the sole reasons for our decision to purchase was knowing that the back building would be raised above the flood level. I appreciate your diligence with this effort.

Best Regards,



Vincent Baldassare
229 11th Street
Unit B
Beach Haven, NJ 08008

• Deed

Prepared by

ROBERT J. KISS, ESQ.

MASTER DEED FOR SCHOONERS VIEW CONDOMINIUMS

Master Deed made this 29 day of February 1988, in accordance with the provisions of N.J.S.A. 46:8B-1 through 38, by Donald J. Bianco, Dennis Calabrese and John C. Hoffman, with offices at 229 E. 11th Street, Beach Haven, NJ 08008, hereinafter referred to as the Grantor:

1. SUBMISSION OF PROPERTY. Grantor, who is the owner in fee simple absolute of the lands, buildings, and all other improvements constructed or to be constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, and described below and hereinafter collectively referred to as the Property, hereby submits the property to the provisions of N.J.S.A. 46:8B-1 through 38, hereinafter referred to as the Condominium Act, and further intending to thereby create covenants running with the land and binding Grantor and their heirs or successors and assigns forever.

2. NAME OF CONDOMINIUM. The name of the condominium is SCHOONERS VIEW CONDOMINIUMS.

3. DESCRIPTION OF LAND. The property is described in Schedule A attached to and made a part of this Master Deed.

4. MAP OR PLAN. The land and the improvements constructed on the land are set forth in the map showing survey and Unit Identification Plan for SCHOONERS VIEW CONDOMINIUMS is attached to and made a part of this Master Deed and designated as Exhibit 1.

5. UNIT DESCRIPTION. The legal description of each Unit shall consist of the identifying location and number as set forth in Exhibit 1 attached to and made a part of this Master Deed. Every deed, lease, mortgage or other instrument may legally describe a Unit by reference to the identifying location and number as set forth in Exhibit 1 and every such description shall be deemed good and sufficient for all purposes as provided in the New Jersey Condominium Act.

6. UNIT OWNERS' ASSOCIATION. The administration and management of the condominium shall be vested in an association, known as SCHOONERS VIEW CONDOMINIUM ASSOCIATION (hereinafter referred to as Association or Condominium Association) as provided for by the By-Laws annexed hereto as Exhibit 2. Robert J. Kiss, Esq., N. Third St. at Long Beach Blvd, Surf City, NJ 08008, is designated to receive service of process on behalf of unit owners as members of the Association in any action or proceeding that may be instituted by or against such association.

7. ALTERATIONS, ADDITIONS, and IMPROVEMENTS. No Unit Owner may make any structural additions, alterations or improvements in his Apartment Unit or to either the Limited Common Elements, if any, or the Common Elements without the prior written approval of the Association, or impair any

easement, without the written consent of the Association or of the Unit Owner or Owners for whose benefit such easement exists. No exterior painting may be done without the prior written approval of the Association.

8. COMMON ELEMENTS. The Common Elements will consist of the land and all other parts of the Property other than the Apartment Units, including, without limitation, the following items set forth in the Condominium Act:

- (a) The land on which the building is erected;
- (b) All foundations, structural and bearing parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, elevators, entrances, exits and other means of access, excluding any private access to each Unit;
- (c) Yards, gardens, walkways, garage and parking spaces and/or areas and driveways;
- (d) Portions of the land or any improvement or appurtenance reserved exclusively for the management, operation or maintenance of the Common Elements, or of the Condominium Property;
- (e) Installation of all central services and utilities;
- (f) All apparatus and installations existing or intended for common use;
- (g) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium Property, or normally in common use;
- (h) Such other elements and facilities as are designated in the Master Deed as Common Elements.

The Common Elements may be used in accordance with such rules and regulations as are from time to time promulgated by the Condominium Association in accordance with the Master Deed and By-Laws. Such use may be conditioned upon, among other things, the payment by each Unit Owner of such assessments as may be established by the Board of Directors of the Condominium Association for the purposes of defraying the costs thereof.

Although the Common Elements are owned by all of the Unit Owners in Common, their maintenance and management will be the responsibility and obligation of the Condominium Association, as required by New Jersey Law, whose Board of Directors will assess each Unit Owner his proportionate share of the Common Expenses.

It is anticipated that receipts of the Condominium Association, including assessments, rents and funds from all sources, will not exceed the Common Expenses. However, in the event that such receipts do exceed the Common Expenses in any year, the excess will be applied by the Association to reduce, on a prorata basis, the assessment against each unit owner in the succeeding year.

9. OWNERSHIP OF COMMON ELEMENTS. The owners of Units shall each own in fee simple absolute a proportionate,

undivided interest in the aforesaid common elements listed in Paragraph 8, as follows:

Unit A	.26.7%	25.0%	Unit C	21.0%	25.0%
Unit B	29.0%	25.0%	Unit D	23.3%	25.0%

10. VOTING RIGHTS AND PARTICIPATION IN COMMON SURPLUS AND EXPENSES: DEFINITIONS.

Each unit owner shall share in the common surplus and expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above.

(a) For purposes of this Master Deed, COMMON SURPLUS means the excess of all receipts over all disbursements of the association owners.

(b) For purposes of this Master Deed, COMMON EXPENSES means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, replacement of the common elements; (2) expenses agreed upon as common expenses by all unit owners; and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this Master Deed, or the By-Laws annexed hereto as Exhibit 2.

11. BY-LAWS. The operation of the condominium property shall be governed by the By-Laws of SCHOONERS VIEW CONDOMINIUMS, a copy of which is attached hereto and made a part hereof as Exhibit 2. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Master Deed in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium unit.

12. AMENDMENT OF MASTER DEED. This Master Deed may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise a majority of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws annexed hereto as Exhibit 2. No such amendment shall be effective until recorded in the Office of the Ocean County Clerk, Toms River, New Jersey.

13. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL LENDERS. Institutional lenders shall mean any bank, mortgage banker, savings and loan association or other financial institution, pension fund or individual which is the record owner of a first mortgage loan which encumbers any unit. Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation notwithstanding, the following shall apply with respect to each institutional lender:

(a) The prior written approval of each institutional lender who requested notice is required for the following events:

undivided interest in the aforesaid common elements listed in Paragraph 8, as follows:

Unit A	26.7% 25.0%	Unit C	21.0% 25.0%
Unit B	29.0% 25.0%	Unit D	23.3% 25.0%

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13. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL LENDERS. Institutional lenders shall mean any bank, mortgage banker, savings and loan association or other financial institution, pension fund or individual which is the record owner of a first mortgage loan which encumbers any unit. Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation notwithstanding, the following shall apply with respect to each institutional lender:

(a) The prior written approval of each institutional lender who requested notice is required for the following events:

(i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in case of a taking by condemnation or eminent domain;

(ii) Any material amendment to the Master Deed or to the By-Laws, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the condominium, except for such amendments as may be permitted pursuant to paragraph 11 of this Master Deed.

(b) No Unit in the condominium may be partitioned or sub-divided without the prior written approval of every Institutional Lender for such unit.

(c) Any lien the Association may have on any unit in the condominium for the payment of common expense assessments attributable to each unit is subordinate to the lien or equivalent security interest of any permitted first mortgage on the unit recorded prior to the date any such common expense assessment became due.

(d) Any Institutional Lender shall upon request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any common expense assessment installment which is more than 30 days in arrears, provided said Institutional Lender holds a permitted mortgage lien on the unit.

(e) In the event of substantial damage to or destruction of any unit or any part of the common elements, any Institutional Lender which may be affected shall be entitled to timely written notice of any such damage or destruction. No unit owner or other party shall have priority over such Institutional Lender with respect to the distribution to such unit of any insurance proceeds.

(f) If any unit or portion thereof, or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a permitted first mortgage on the unit(s) is entitled to timely written notice of any such proceeding or proposed acquisition and no unit owner or other party shall have priority over such Institutional Lender with respect to the distribution to such unit(s) of the proceeds of any award or settlement.

(g) Any Institutional Lender who holds a permitted first mortgage lien on a unit who obtains

title to the unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such acquirer, his successors and assigns.

(h) Any management agreements for the condominium will be terminable by the Association for cause upon 60 days written notice thereof, and the term of any such agreement shall not exceed one year.

(i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a common expense assessment with respect to any unit, either regular or special, any Institutional Lender holding a mortgage which encumbers such unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

14. LIMITED COMMON ELEMENTS. Stairs, platforms and outside showers assigned to the respective unit as identified in the unit identification plan attached hereto as Exhibit 1 shall be limited in use to those units abutting such improvements.

15. INVALIDITY. If any one or more provisions of this Master Deed are declared invalid, such invalidity shall in no way impair or effect the validity, enforceability, or effect of the remainder of this Master Deed.

16. WAIVER. No provision contained in this Master Deed shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcements.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

Guan A. Has

Donald J. Bianco LS
DONALD J. BIANCO

Dennis Calabrese LS
DENNIS CALABRESE

John C. Hoffman LS
JOHN C. HOFFMAN

STATE OF NEW JERSEY)
 : ss
COUNTY OF OCEAN)

I certify that on February 29 1988,
DONALD J. BIANCO, and JOHN C. HOFFMAN
personally came before me and acknowledged under oath, to my
satisfaction, that they are the persons: (a) named in and
who personally signed the attached document; and (b) who
signed, sealed and delivered this document as their act and
deed.

Susan Angiono Haas

SUSAN ANGIO NO HAAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 7, 1989

STATE OF NEW JERSEY:
 ss
COUNTY OF MERCER :

I certify that on Feb. 13, 88 DENNIS CALABRESE
personally came before me and acknowledged under oath, to
my satisfaction, that he is the person a) named in and
who personally signed the attached document; and b) who
signed, sealed and delivered this document as their act
and deed.

X Beverly S Hancock

BEVERLY S HANCOCK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 17, 1991

SCHEDULE A

DESCRIPTION

EXHIBIT 1

PLOT PLAN

EXHIBIT 2

BY-LAWS SCHOONERS VIEW CONDOMINIUM ASSOCIATION, AN
UNINCORPORATED ASSOCIATION

SCHEDULE A

Beginning at a point on the Northeastly sideline of 11th Street distant 40 feet Southeastwardly from the Southeastly sideline of Bay Avenue and running thence; (1) Northeastwardly and at right angles to 11th Street the distance of 106 feet to a point and running thence, (2) Southeastwardly and parallel with 11th Street the distance of 40 feet to a point and running thence, (3) Southwestwardly and at right angles to 11th Street the distance of 106 feet to the Northeastly sideline of 11th Street and running thence, (4) Northwestwardly and along the Northeastly sideline of 11th Street the distance of 40 feet being the point and place of Beginning.

Excepting therefore the following: All that certain lot, tract or parcel of land and premises, situate, lying and being in the Borough of Beach Haven, County of Ocean and State of New Jersey.

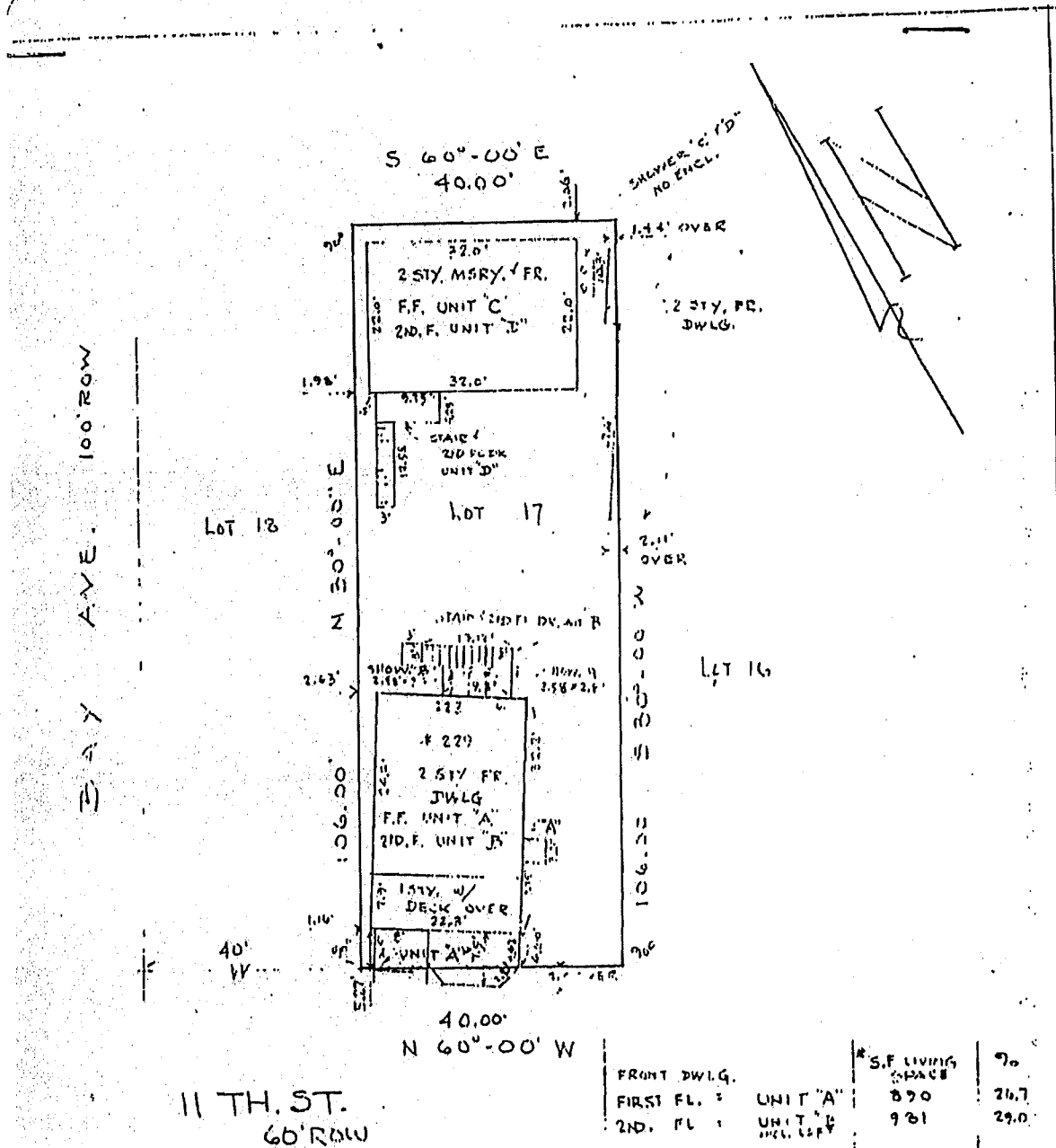
Beginning at a point, said point is located the following two courses and distances from the intersection of the Southeast sideline of Bay Avenue (100' wide) and the Northeast sideline of 11th Street (60' wide); First: South 61 degrees, 30 minutes East 80 feet; Second: North 28 degrees 30 minutes East 63.5 feet to said point of Beginning thence, (1) North 57 degrees 30 minutes West 2.11 feet; thence, (2) North 32 degrees 30 minutes East 27.6 feet; thence (3) North 57 degrees 30 minutes West 2.3 feet; thence (4) North 32 degrees 30 minutes East 10.3 feet; thence (5) South 57 degrees 30 minutes West 1.44 feet; thence (6) South 26 degrees 30 minutes West 38 feet to the point or place of Beginning.

Containing what it may.

It is the intent of this portion of the description to describe that portion of a one story frame building that is encroaching on Lot 17, Block 208 as per the tax map of the Borough of Beach Haven; and it is the intent of this description to follow the exact boundaries of the existing foundations and house as it may exist.

Being known as Lot 17, Block 208 on the tax map of the Borough of Beach Haven.

EXHIBIT I



UNIT IDENTIFICATION PLAN
 "SCHOONERS VIEW"
 CONDOMINIUM ASSOC.
 LOT 17 BLOCK 208 T.M.
 BOROUGH OF BEACH HAVEN
 OCEAN COUNTY, NEW JERSEY

NELKE/DENKA
 engineering - surveying
 3408 Long Beach Blvd., Brant Beach, N.J. 08008

Sam Deneka

Sam Deneka P.E.L.S. #12659

Job No. 87-338 Date FEB. 16, 88 Scale 1" = 20'

Hawaii Lottery

By Laws.

12-1-86

- Had % change
65% each filed
with County.

-

ARTICLE ONE

PLAN OF UNIT OWNERSHIP

SECTION ONE. UNIT OWNERSHIP. The condominium, located at 229 E. 11th Beach Haven, NJ known and designated as lot 17 in block 208 on the Tax Assessment Map of the Borough of Beach Haven, County of Ocean and State of New Jersey and known as SCHOONERS VIEW CONDOMINIUMS, is submitted to the provisions of N.J.S.A. 46:8B-1 through 38, known as the Condominium Act, by Master Deed recorded simultaneously herewith in the office of the County recording officer of Ocean County, New Jersey.

SECTION TWO. APPLICABILITY TO PROPERTY. The provisions of these By-Laws are applicable to the condominium, which term includes the land, the building(s) and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed intended for use in connection therewith.

SECTION THREE. APPLICABILITY TO PERSON. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner shall be subject to its By-Laws, the Master Deed, and relevant unit deeds. Acquisition, rental, or occupancy of any unit in the condominium shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments, and an agreement to comply therewith.

SECTION FOUR. OFFICE. The office of the condominium and of the association of unit owners, hereinafter called the Association, shall be located at 229 E. 11th St., Beach Haven, NJ 08008.

ARTICLE TWO

GOVERNING BOARD

SECTION ONE. NUMBER AND QUALIFICATIONS. The affairs of the condominium shall be administered and managed by an association of owners, all power and authority of which shall be exercised through a governing board. Until units representing fifty percent (50%) in common interest shall have been sold by Donald J. Bianco, Dennis Calabrese and John C. Hoffman hereinafter called Grantor, and shall have been paid for, and thereafter until their successors shall have been elected by unit owners, the governing board shall consist of such of the officers and directors of Grantor as Grantor shall from time to time designate. Thereafter, the governing board shall be composed of four persons, all of whom shall be owners, co-owners, spouses of owners, or mortgagees of units, or in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

SECTION TWO. POWERS AND DUTIES. The governing board shall have the powers and duties necessary for the administration of the affairs of the condominium, and may do all such acts and things as are not by law, by the Master

Deed, or by these By-Laws directed to be exercised and done by the owners. The powers and duties to be exercised by the governing board shall include, but shall not be limited to, the following:

- (a) Maintenance, repair, replacement, cleaning, and sanitation of the common elements;
- (b) Determination, assessment, and collection of funds for common expenses, and payment of such expenses;
- (c) Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the condominium and the use of the common elements, subject to the right of a majority of unit owners to change any such rules;
- (d) Procurement and maintenance of insurance as hereinafter provided;
- (e) Maintenance of accounting records, in accordance with generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;
- (f) Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for nonpayment of common charges or to recover money judgments for unpaid common charges;
- (g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;
- (h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements and the limited common elements, if any;
- (i) Establishment of bank accounts in the name of the Condominium Association, and authorization of signatories therefor;
- (j) Purchasing, leasing, or otherwise acquiring in the name of the governing board, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender by their owners to the governing board;
- (k) Purchasing units at foreclosure or other judicial sale in the name of the governing board or its designee, corporate or otherwise, on behalf of all unit owners;
- (l) Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and subleasing apartment units leased by, the governing board or its designee, corporate or otherwise, on behalf of all unit owners;
- (m) Organizing corporations to act as designees of the governing board in acquiring title to or leasing units on behalf of all unit owners;

(n) Contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

SECTION THREE. ELECTION AND TERMS OF OFFICE. At the first annual meeting of the Association, the terms of office of the governing board shall be fixed as follows: four members shall serve for a term of one year; each unit owner shall elect one member to the board.

SECTION FOUR. VACANCIES. Vacancies in the governing board caused by any reason other than the removal of a member by vote of the Association, shall be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum; each person so elected shall hold office until a successor is elected at the next annual meeting of the Association.

SECTION FIVE. REMOVAL OF BOARD MEMBERS. At any regular or special meeting duly called, any one or members of the governing board may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

SECTION SIX. ORGANIZATION MEETING. The first meeting of the governing board shall be held within ten days of the first annual meeting of the Association at which board members are elected and at such place as may be fixed by the Board. No notice shall be necessary to the newly elected governing board in order legally to constitute such a meeting, providing a majority of the Board shall be present.

SECTION SEVEN. REGULAR MEETINGS. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the Board; provided, however, that at least one such meeting shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, telephone, or telegraph, at least five days prior to the date of such meeting.

SECTION EIGHT. SPECIAL MEETINGS. Special meetings of the governing board may be called by the president, and shall be called by the president or secretary on the written request of at least one board member, on five days notice to each board member, given personally, or by mail, telephone or telegraph. Any such notice shall state the time, place, and purpose of the meeting.

SECTION NINE. WAIVER OF NOTICE. Any board member may at any time waive notice of any meeting of the governing board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance by any board member of any meeting of the board shall constitute a waiver by him of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice shall be required, and any business may be transacted at any such meeting.

SECTION TEN. QUORUM OF BOARD OF DIRECTORS. At all meetings of the governing board, a majority of the board shall constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present shall constitute the acts of the board. If at any meeting of the governing board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION ELEVEN. BINDING ARBITRATION. If the governing board disagrees and reaches an impasse on any matter requiring action by the board, the matter shall, on the application of any member, be submitted to binding arbitration before the American Arbitration Association, and the board shall be bound by the determination of the arbitrator, with the costs of such arbitration to be paid by the Association. This provision shall not be employed unless all members of the governing board have met and been unable to secure a majority decision on the subject in question.

SECTION TWELVE. COMPENSATION. The members of the governing board shall serve without compensation.

SECTION THIRTEEN. LIABILITY OF GOVERNING BOARD. Members of the governing board shall not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall members of the governing board be personally liable with respect to any contract made by them on behalf of the Association, and unit owners shall indemnify the governing board and each member thereof against all contractual liability to third parties arising out of contracts made by the governing board on behalf of the Association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of the Master Deed, or of these By-Laws. The liability of each unit owner arising out of any contract made by the governing board or out of the said indemnification of the members of the governing board shall be the proportion of the total liability that such unit owner's interest in the common elements bears to the interests of all such unit owners' interest in the common elements. Every agreement made by the governing board or by any managing agent or manager employed by the governing board on behalf of the condominium shall provide that the members of the governing board, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and shall have no personal liability thereunder except as unit owners, and shall further provide that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that his interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE THREE

UNIT OWNERS

SECTION ONE. ANNUAL MEETINGS. Within thirty days after units representing fifty (50%) percent or more in common interest shall have been sold by Grantor and paid for, Grantor shall notify all unit owners thereof, and the first annual meeting of the Association shall be called by the president to be held within twenty-five days thereafter. At such meeting, officers and directors of Grantor shall resign, and all unit owners, including Grantor, shall elect a new governing board. Thereafter, annual meetings of the Association shall be held on the first Monday in May of each succeeding year. At such meetings there shall be elected by ballot of the owners a governing board in accordance with the requirements of Section Three of Article Two of these By-Laws. The owners may also transact such other business of the Association as may properly come before the meeting.

SECTION TWO. SPECIAL MEETINGS. The president may, and shall if directed by resolution of the governing board or by petition signed and presented to the secretary by unit owners owning a total of at least fifty (50%) percent of the common elements, call a special meeting of the Association. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent either in person or by proxy of unit owners owning at least fifty (50%) percent of the common elements.

SECTION THREE. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the board of directors.

SECTION FOUR. NOTICE OF MEETINGS. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose, the time, and the place thereof, to each unit owner, at least five, but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served. Such notice as is provided herein may be waived by any unit owner who does so in writing.

SECTION FIVE. QUORUM. At all meetings of the Association, a majority of unit owners shall constitute a quorum for the transaction of business, and the acts of a majority of the unit owners present at a meeting at which a quorum is present shall be the acts of the Association for all purposes except those for which the approval of a higher percentage is required by these By-Laws, by the Master Deed, or by law. If, at any meeting of unit owners, less than a quorum is present, a majority of unit owners present may adjourn the meeting to a time not less than twenty-four hours from the time the original meeting was called. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION SIX. ORDER OF BUSINESS. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.

- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Governing Board.
- (f) Report of committees.
- (g) Election of members of governing board (when required).
- (h) Unfinished business.
- (i) New business.

SECTION SEVEN. VOTING. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be in a writing with the secretary, and shall be revocable at any time by notice in writing to the secretary. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of the percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the Master Deed.

SECTION EIGHT. TITLE TO UNITS. Title to units may be acquired and held in the name of an individual, in the name of two more persons as joint tenants, tenants in common, or tenants by the entirety, or in the name of a corporation, a partnership, or a fiduciary.

ARTICLE FOUR

OFFICERS

SECTION ONE. DESIGNATION. The principal officers of the Association shall be a president, a vice president, and a secretary/treasurer, all of whom shall be elected by and from the governing board. The governing board may also appoint such other officers as in its judgment may be necessary.

SECTION TWO. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the governing board at the organizational meeting of each new board, and shall hold office at the pleasure of the board.

SECTION THREE. REMOVAL OF OFFICERS. On the affirmative vote of a majority of the members of the governing board, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the governing board, or at any special meeting of the board called for that purpose.

SECTION FOUR. PRESIDENT. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the governing board and of unit owners. He shall have all general powers and duties that are incident to the officer of president of an unincorporated association.

SECTION FIVE. VICE PRESIDENT. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or vice president is able to act, the

governing board shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as may from time to time be imposed upon him by the governing board.

SECTION SIX. SECRETARY/TREASURER. The secretary shall keep the minutes of all meetings of the governing board and of units owners; he shall have charge of such books and papers as the governing board may determine; and he shall, in general, perform all duties incident to the office of secretary of an unincorporated association; as treasurer he shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts showing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the governing board or managing agent, in such depositories as may from time to time be designated by the governing board, and shall, in general, perform all duties incident to the office of treasurer of an unincorporated association.

SECTION SEVEN. COMPENSATION. The officers shall serve without compensation.

ARTICLE FIVE

OPERATION OF PROPERTY

SECTION ONE. DETERMINATION OF COMMON CHARGES. The governing board shall from time to time, and at least annually, prepare a budget for the Association, which budget shall include projections of common expenses, common revenues, (from sources other than assessments of unit owners), the amounts of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners as provided in the master deed. As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration, maintenance, repair, and replacement of the common elements.
- (b) Insurance premiums on all policies of insurance obtained by the governing board, managing agent, or manager, as the case may be, pursuant to Sections Twelve and Thirteen of this Article.
- (c) Working capital reserve.
- (d) General operating reserve.
- (e) Repair and replacement reserve.
- (f) Reserve for deficits accrued in prior years.
- (g) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.

(h) Utility rates for water and sewer rents.

(i) All other amounts that the owners may agree upon or that the governing board may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.

(j) All other amounts designated common expenses by the Master Deed, by these By-Laws, or by law.

The governing board shall furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees.

SECTION TWO. COLLECTION OF ASSESSMENTS. The governing board shall assess common charges against the unit owners from time to time, and at least annually, and shall advise each unit owner in writing of the amount of common charges payable by him. If any common charge remains unpaid for more than thirty days from the date due, the governing board shall take prompt action to collect the same.

SECTION THREE. COMMON SURPLUS. If in any taxable year, the net income of the Association from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in succeeding taxable years as may be determined by the governing board, such excess shall be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him within the taxable year.

SECTION FOUR. LIABILITY FOR ASSESSMENTS. All unit owners are obligated to pay the common charges assessed by the governing board at such times as the board may determine. No unit owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. However, no unit owner shall be liable for any assessment for common charges against his unit subsequent to a sale, transfer, or other conveyance by him of such unit. Moreover, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these By-Laws, convey such unit to the governing board or its designee, corporate or otherwise as grantee on behalf of all other unit owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of units, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee shall be entitled, within ten days after making request therefor, to a certificate from the governing board, or the managing agent or manager, as the case may be, setting forth the amount of unpaid assessments pertaining to such unit, and in such event, any person other than the grantor who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amounts in excess of the amount stated therein. A mortgagee or other purchaser of a unit at a foreclosure sale shall not be

liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such unit shall not be subject to a lien for nonpayment of charges.

SECTION FIVE. DEFAULT IN PAYMENT OF COMMON CHARGES.

In the event a unit owner shall fail for thirty days following the due date thereof, to pay to the governing board the common charges assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the governing board in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

SECTION SIX. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES.

It shall be the right and duty of the governing board to attempt to recover unpaid common charges, together with interest thereon, and any expenses of the proceeding, including reasonable attorneys' fees, in any action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any unit in respect to which such default has occurred provided for in Section 46:8B-21 of the New Jersey Statutes. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with the satisfaction of amounts secured by such lien from the proceeds of the sheriff's sale. Any unpaid common expenses remaining uncollectible for more than sixty days after such sheriff's sale may be assessed by the governing board as common expenses to be collected from all unit owners including the purchaser who acquires title at the sheriff's sale, his successors and assigns. The governing board, acting on behalf of all unit owners, shall have the power to bid on and to purchase any unit offered for sale at a sheriff's sale, and to acquire, hold lease, mortgage, convey, or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

SECTION SEVEN. MAINTENANCE AND REPAIR.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, shall be the responsibility of the governing board and shall be charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the association for any expenditures

incurred in repairing or replacing any common element damaged through his fault.

SECTION EIGHT. USES OF UNITS.

(a) Individual units shall be occupied and used by their respective owners only as a single family residence.

(b) No portion of a unit other than the entire unit may be rented.

(c) No owner, resident, or lessee shall install wiring for any electrical or telephone installation, television antenna, air conditioning unit, or machine of any kind, on the exterior of the project, or which protrudes through the walls or the roof of the project, except as authorized by the governing board.

(d) Owners shall not take or cause to be taken within their units, any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

(e) Owners shall not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole.

(f) No immoral, improper, offensive, or unlawful uses shall be made of condominium property or any part thereof, and each unit owner, at his own expense, shall comply with, perform, and duly satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his unit.

(g) No more than one (1) pet shall be allowed per unit.

SECTION NINE. RIGHT OF ACCESS. The Association shall have, and shall exercise through the manager, managing agent, or other person or persons authorized by the governing board, a right of access to each unit from time to time during reasonable hours, to maintain, repair, or replace any common elements therein or accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other unit or units, or to correct any condition violative of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for times convenient to the owner except that in case of emergencies, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

SECTION TEN. MODIFICATIONS BY GOVERNING BOARD.

Whenever in the judgment of the governing board the common elements require additions or alterations, the making of such additions or alterations shall require approval by a majority of unit owners. After such approval has been obtained, the governing body shall proceed with the additions or alterations, and the costs thereof shall be treated as common expenses.

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SECTION ELEVEN. REPAIR OR RECONSTRUCTION. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, or any common element or elements or any part thereof, required by the Master Deed, these By-Laws, or by law to be insured by the Association, such improvements, including individual units therein, but excluding furniture, fixtures, decorations, and equipment installed or placed therein by unit owners, or common elements shall be promptly repaired and restored by the governing board using the proceeds of such insurance.

SECTION TWELVE. FIRE AND EXTENDED COVERAGE INSURANCE. The governing board of the Association, or the managing agent or manager, as the case may be, shall obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad form fire and extended coverage insurance as written in New Jersey, covering all common elements, all structural portions of the condominium property, in an amount not less than one hundred per cent of the assessed value thereof. The premiums of such insurance shall be a common expense to be paid by monthly assessments levied by the governing board.

SECTION THIRTEEN. LIABILITY INSURANCE. The governing board of the Association shall obtain and continue in effect insurance against liability for personal injury and death and for damaged property arising from accidents occurring within the common elements in such amounts as shall be determined by the governing board. The premiums for such insurance shall be a common expense.

SECTION FOURTEEN. RIGHT OF OWNERS TO INSURE UNITS. Any insurance obtained or maintained by the governing board, managing agent, or manager, as the case may be, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance as they see fit. Each unit owner is responsible for securing any insurance it deems prudent to cover its unit in addition to the insurance provided by the Association. All unit owners shall be provided with a copy of the Association's insurance policies.

SECTION FIFTEEN. RIGHT OF OWNERS TO INSURE UNITS. Any insurance obtained or maintained by the governing board, managing agent, or manager, as the case may be, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance they see fit.

SECTION SIXTEEN. RULES OF CONDUCT. Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the governing board with the approval of a majority of unit owners.

SECTION SEVENTEEN. ABATEMENT OF VIOLATIONS. Violations of any provision of the Master Deed, of a Unit Deed, of these By-Laws, or of any rule or regulation adopted pursuant hereto, shall give the governing board, acting on behalf of all unit owners, the right, in addition to any other rights set forth herein:

- (a) To enter any unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting such violation or breach, and

the governing board shall not be deemed guilty of trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for the recovery of damages. The cost of such proceeding, including attorneys' fees, shall be paid by the unit owner if he is found to have violated the terms of this master deed.

ARTICLE SIX

EMINENT DOMAIN

SECTION ONE. CONDEMNATION OF COMMON ELEMENTS. If all or any part of the common elements is taken or injured by eminent domain, each unit owner shall be entitled to notice of such taking, and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury, or destruction as a whole, and shall be collected by the governing board. If those unit owners entitled to exercise one hundred per cent of the total voting power of the Association duly and promptly approve the repair and restoration of the common elements, the governing board shall contract for such repair and restoration, and shall disburse the proceeds of the award in appropriate progress payments to contractors engaged in such repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of such expense over such proceeds shall be treated as a common expense. In the event that these unit owners entitled to exercise one hundred per cent of the total voting power of the Association do not duly and promptly approve the repair and restoration of the common elements, the net proceeds shall be divided by the governing board among all unit owners in proportion to their respective common interests, or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

SECTION TWO. CONDEMNATION OF UNITS. If all or any part of any unit or units, other than the undivided interest in the common elements, shall be taken, injured, or destroyed by eminent domain, each unit owner so affected shall be entitled to a notice of such taking and to participate directly in the proceedings incident thereto. Any damages shall be payable directly to such owner or owners.

ARTICLE SEVEN

RECORDS

SECTION ONE. RECORDS-CERTIFICATION BY CERTIFIED PUBLIC ACCOUNTANT. The manager, managing agent, and governing board shall keep detailed records of all actions of such manager, managing agent, and governing board, as well as minutes of the meetings of the governing board, minutes of the Association, and financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include

a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amount paid thereon, and the balance remaining due. The governing board shall also prepare a semi-annual written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by a certified public accountant, shall be rendered by the governing board, to all unit owners and mortgagees requesting the same, promptly after the end of each fiscal year.

ARTICLE EIGHT

MISCELLANEOUS

SECTION ONE. NOTICES. All notices required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the governing board at 229 E. 11th St., Beach Haven, NJ 08008, or to such other address as the governing board may from time to time designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the condominium or to such other address as such owner may have designated in writing to the governing board. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION TWO. WAIVER. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

SECTION THREE. INVALIDITY. If any provision or provisions of these By-Laws is or are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

SECTION FOUR. CAPTIONS. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision thereof.

ARTICLE NINE

AMENDMENTS

SECTION ONE. AMENDMENTS. These By-Laws may be amended or supplemented by the vote of those unit owners entitled to exercise fifty one (51) percent of the total voting power of the Association at a meeting of the Association duly called and held for such a purpose. Any such amendment or

supplement shall be filed for record in the office in which these By-Laws are recorded.

ARTICLE TEN

CONFLICTS

SECTION ONE. CONFLICTS. These By-Laws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 88 of Title 46 of the New Jersey Statutes. If these By-Laws or any provisions hereof are so construed as to be in conflict with the provisions of such statute, or of the Master Deed to which they are detached, the provisions of such statute or of the Master Deed, as the case may be, shall control.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals the day and year first above written.

X *Donald J. Bianco* LS
DONALD J. BIANCO

Dennis Calabrese LS
DENNIS CALABRESE

John C. Hoffman LS
JOHN C. HOFFMAN

STATE OF NEW JERSEY)
COUNTY OF OCEAN)

I certify that on February 29 1988, DONALD J. BIANCO, and JOHN C. HOFFMAN personally came before me and acknowledged under oath, to my satisfaction, that they are the persons: (a) named in and who personally signed the attached document; and (b) who signed, sealed and delivered this document as their act and deed.

Susan Angione Haas

SUSAN ANGIONE HAAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 7, 1989

STATE OF NEW JERSEY:
COUNTY OF OCEAN: SS

I certify that on Feb. 21 1988, DENNIS CALABRESE personally came before me and acknowledged under oath, to my satisfaction, that he is the person a) named in and who personally signed the attached document; and b) who signed, sealed and delivered this document as their act and deed.

X *Deborah S. Hancock*

DEBORAH S. HANCOCK
NOTARY PUBLIC OF NEW JERSEY
My Comm. Expires July 12, 1991

Hi Laura,

I am sending this to you to let you know that I approve of the application that you are submitting to the land use board.

I am eager for you to get your approval to raise your building so that it is above the flood zone.

Your current building will increase in value when it is raised which is good for the entire Condominium Association. The insurance rates, that are currently exorbitant, will be lowered a great deal and that will help all of our unit owners financially.

I wish you luck with this and I hope that this approval can be expedited since this has been such a long process for you. It is a much-needed change!

Kind Regards,

Kelley Baldassare

Kelley Baldassare

229 11th St Unit B Beach Haven, NJ 08008

Neuhaus Realty

4 S Holmdel Rd

Holmdel, NJ 07733

To Whom It May Concern –

I am the Treasurer of the Schooners View Condo Association. I've owned my condo unit since 2002.

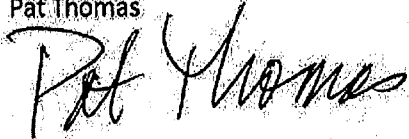
Since Superstorm Sandy hit in 2012, our 2 buildings have drastically changed. The front building was lifted (with the help of the FEMA ICC money that was available to us). The back building became a repetitive loss issue due to small, but destructive enough, subsequent floods.

Last year, our flood insurance on the front, lifted, building was \$879.00. The unlifted back building flood insurance was \$13,353.00. As a 3 member condo association, the disparity between a building above the flood zone height and one that is below the flood zone is quite tough for us to pay.

Turning the first floor of the rear building into a non-living space is my hope. Adding a floor on top of the rear building is the best solution in my opinion, and I applaud Laura's determination in moving this project forward. The footprint remains the same, so there is no association issue that will need to be discussed among us.

Thank you for your consideration.

Sincerely,
Pat Thomas

A handwritten signature in black ink that reads "Pat Thomas". The signature is stylized, with the first letters of the first and last names being capitalized and prominent.

pat@patthomas.org
917-405-5181

January 18, 2022

Laura Polascak
229 11th Street
Units C & D
Beach Haven, NJ 08008

Dear Laura,

I hope all is well. I approve of the application you are submitting to the land use board. I'm excited to know that you are reaching the final steps to rebuild your units to be above the flood zone level. The importance of rebuilding above the flood level can't be overstated. With the recent flooding and insurance claims being what they were, this will be a welcome solution. Rebuilding will also improve the overall condo complex's appearance and appeal.

One of the sole reasons for our decision to purchase was knowing that the back building would be raised above the flood level. I appreciate your diligence with this effort.

Best Regards,



Vincent Baldassare
229 11th Street
Unit B
Beach Haven, NJ 08008

Prepared by

ROBERT J. KISS, ESQ.

MASTER DEED FOR SCHOONERS VIEW CONDOMINIUMS

Master Deed made this 29 day of February 1988, in accordance with the provisions of N.J.S.A. 46:8B-1 through 38, by Donald J. Bianco, Dennis Calabrese and John C. Hoffman, with offices at 229 E. 11th Street, Beach Haven, NJ 08008, hereinafter referred to as the Grantor:

1. SUBMISSION OF PROPERTY. Grantor, who is the owner in fee simple absolute of the lands, buildings, and all other improvements constructed or to be constructed thereon, together with all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, and described below and hereinafter collectively referred to as the Property, hereby submits the property to the provisions of N.J.S.A. 46:8B-1 through 38, hereinafter referred to as the Condominium Act, and further intending to thereby create covenants running with the land and binding Grantor and their heirs or successors and assigns forever.

2. NAME OF CONDOMINIUM. The name of the condominium is SCHOONERS VIEW CONDOMINIUMS.

3. DESCRIPTION OF LAND. The property is described in Schedule A attached to and made a part of this Master Deed.

4. MAP OR PLAN. The land and the improvements constructed on the land are set forth in the map showing survey and Unit Identification Plan for SCHOONERS VIEW CONDOMINIUMS is attached to and made a part of this Master Deed and designated as Exhibit 1.

5. UNIT DESCRIPTION. The legal description of each Unit shall consist of the identifying location and number as set forth in Exhibit 1 attached to and made a part of this Master Deed. Every deed, lease, mortgage or other instrument may legally describe a Unit by reference to the identifying location and number as set forth in Exhibit 1 and every such description shall be deemed good and sufficient for all purposes as provided in the New Jersey Condominium Act.

6. UNIT OWNERS' ASSOCIATION. The administration and management of the condominium shall be vested in an association, known as SCHOONERS VIEW CONDOMINIUM ASSOCIATION (hereinafter referred to as Association or Condominium Association) as provided for by the By-Laws annexed hereto as Exhibit 2. Robert J. Kiss, Esq., N. Third St. at Long Beach Blvd, Surf City, NJ 08008, is designated to receive service of process on behalf of unit owners as members of the Association in any action or proceeding that may be instituted by or against such association.

7. ALTERATIONS, ADDITIONS, and IMPROVEMENTS. No Unit Owner may make any structural additions, alterations or improvements in his Apartment Unit or to either the Limited Common Elements, if any, or the Common Elements without the prior written approval of the Association, or impair any

easement, without the written consent of the Association or of the Unit Owner or Owners for whose benefit such easement exists. No exterior painting may be done without the prior written approval of the Association.

B. COMMON ELEMENTS. The Common Elements will consist of the land and all other parts of the Property other than the Apartment Units, including, without limitation, the following items set forth in the Condominium Act:

- (a) The land on which the building is erected;
- (b) All foundations, structural and bearing parts, supports, main walls, roofs, basements, halls, corridors, lobbies, stairways, elevators, entrances, exits and other means of access, excluding any private access to each Unit;
- (c) Yards, gardens, walkways, garage and parking spaces and/or areas and driveways;
- (d) Portions of the land or any improvement or appurtenance reserved exclusively for the management, operation or maintenance of the Common Elements, or of the Condominium Property;
- (e) Installation of all central services and utilities;
- (f) All apparatus and installations existing or intended for common use;
- (g) All other elements of any improvement necessary or convenient to the existence, management, operation, maintenance and safety of the Condominium Property, or normally in common use;
- (h) Such other elements and facilities as are designated in the Master Deed as Common Elements.

The Common Elements may be used in accordance with such rules and regulations as are from time to time promulgated by the Condominium Association in accordance with the Master Deed and By-Laws. Such use may be conditioned upon, among other things, the payment by each Unit Owner of such assessments as may be established by the Board of Directors of the Condominium Association for the purposes of defraying the costs thereof.

Although the Common Elements are owned by all of the Unit Owners in Common, their maintenance and management will be the responsibility and obligation of the Condominium Association, as required by New Jersey Law, whose Board of Directors will assess each Unit Owner his proportionate share of the Common Expenses.

It is anticipated that receipts of the Condominium Association, including assessments, rents and funds from all sources, will not exceed the Common Expenses. However, in the event that such receipts do exceed the Common Expenses in any year, the excess will be applied by the Association to reduce, on a prorata basis, the assessment against each unit owner in the succeeding year.

9. OWNERSHIP OF COMMON ELEMENTS. The owners of Units shall each own in fee simple absolute a proportionate,

undivided interest in the aforesaid common elements listed in Paragraph 8, as follows:

Unit A	26.7% 25.0%	Unit C	21.0% 25.0%
Unit B	29.0% 25.0%	Unit D	23.3% 25.0%

10. VOTING RIGHTS AND PARTICIPATION IN COMMON SURPLUS AND EXPENSES: DEFINITIONS.

Each unit owner shall share in the common surplus and expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above.

(a) For purposes of this Master Deed, COMMON SURPLUS means the excess of all receipts over all disbursements of the association owners.

(b) For purposes of this Master Deed, COMMON EXPENSES means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, replacement of the common elements; (2) expenses agreed upon as common expenses by all unit owners; and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this Master Deed, or the By-Laws annexed hereto as Exhibit 2.

11. BY-LAWS. The operation of the condominium property shall be governed by the By-Laws of SCHOONERS VIEW CONDOMINIUMS, a copy of which is attached hereto and made a part hereof as Exhibit 2. No modification of or amendment to these By-Laws shall be deemed valid unless set forth in or annexed to a duly recorded amendment to this Master Deed in accordance with the formalities set forth herein. No amendment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium unit.

12. AMENDMENT OF MASTER DEED. This Master Deed may be amended or supplemented by the affirmative vote of those unit owners entitled to exercise a majority of the total voting power of the Association, cast in person or by proxy at a meeting duly called and held in accordance with the By-Laws annexed hereto as Exhibit 2. No such amendment shall be effective until recorded in the Office of the Ocean County Clerk, Toms River, New Jersey.

13. PROTECTIVE PROVISIONS FOR THE BENEFIT OF INSTITUTIONAL LENDERS. Institutional lenders shall mean any bank, mortgage banker, savings and loan association or other financial institution, pension fund or individual which is the record owner of a first mortgage loan which encumbers any unit. Anything to the contrary in this Master Deed or the By-Laws or Articles of Incorporation notwithstanding, the following shall apply with respect to each institutional lender:

(a) The prior written approval of each institutional lender who requested notice is required for the following events:

undivided interest in the aforesaid common elements listed in Paragraph 8, as follows:

Unit A	26.7% 25.0%	Unit C	21.0% 25.0%
Unit B	29.0% 25.0%	Unit D	23.3% 25.0%

10. VOTING RIGHTS AND PARTICIPATION IN COMMON SURPLUS AND EXPENSES: DEFINITIONS.

Each unit owner shall share in the common surplus and expenses, as hereinafter defined, and in the total voting power of the association of owners, in accordance with such unit owner's interest in the common elements as set forth above.

(a) For purposes of this Master Deed, COMMON SURPLUS means the excess of all receipts over all disbursements of the association owners.

(b) For purposes of this Master Deed, COMMON EXPENSES means expenses for which unit owners shall be proportionately liable, including (1) all expenses of administration, maintenance, repair, replacement of the common elements; (2) expenses agreed upon as common expenses by all unit owners; and (3) expenses declared common expenses by or pursuant to the provisions of the Condominium Act, this Master Deed, or the By-Laws annexed hereto as Exhibit 2.

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(a) The prior written approval of each institutional lender who requested notice is required for the following events:

(i) The abandonment or termination of the Condominium except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in case of a taking by condemnation or eminent domain;

(ii) Any material amendment to the Master Deed or to the By-Laws, including, but not limited to, any amendment which would change the percentage interest of the unit owners in the condominium, except for such amendments as may be permitted pursuant to paragraph 11 of this Master Deed.

(b) No Unit in the condominium may be partitioned or sub-divided without the prior written approval of every Institutional Lender for such unit.

(c) Any lien the Association may have on any unit in the condominium for the payment of common expense assessments attributable to each unit is subordinate to the lien or equivalent security interest of any permitted first mortgage on the unit recorded prior to the date any such common expense assessment became due.

(d) Any Institutional Lender shall upon request, (i) be permitted to inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within 90 days following the end of any fiscal year of the Association; (iii) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and (iv) receive written notice of any default in the payment of any common expense assessment installment which is more than 30 days in arrears, provided said Institutional Lender holds a permitted mortgage lien on the unit.

(e) In the event of substantial damage to or destruction of any unit or any part of the common elements, any Institutional Lender which may be affected shall be entitled to timely written notice of any such damage or destruction. No unit owner or other party shall have priority over such Institutional Lender with respect to the distribution to such unit of any insurance proceeds.

(f) If any unit or portion thereof, or the common elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender(s) holding a permitted first mortgage on the unit(s) is entitled to timely written notice of any such proceeding or proposed acquisition and no unit owner or other party shall have priority over such Institutional Lender with respect to the distribution to such unit(s) of the proceeds of any award or settlement.

(g) Any Institutional Lender who holds a permitted first mortgage lien on a unit who obtains

title to the unit as a result of foreclosure of the first mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser in a foreclosure sale, or their respective successors and assigns, is not liable for the share of common expenses or other assessments by the Association pertaining to such unit or chargeable to the former unit owner which became due prior to acquisition of title. Such unpaid share of common expenses and other assessments shall be deemed to be common expenses collectible from all of the remaining unit owners including such acquirer, his successors and assigns.

(h) Any management agreements for the condominium will be terminable by the Association for cause upon 60 days written notice thereof, and the term of any such agreement shall not exceed one year.

(i) Notwithstanding the absence of any express provision to such effect in the mortgage instrument, in the event that there is any default in the payment of any installment of a common expense assessment with respect to any unit, either regular or special, any Institutional Lender holding a mortgage which encumbers such unit shall be entitled to declare such mortgage in default in the same manner that is permitted by such mortgage with respect to any default in the payment of real estate taxes.

14. LIMITED COMMON ELEMENTS. Stairs, platforms and outside showers assigned to the respective unit as identified in the unit identification plan attached hereto as Exhibit 1 shall be limited in use to those units abutting such improvements.

15. INVALIDITY. If any one or more provisions of this Master Deed are declared invalid, such invalidity shall in no way impair or effect the validity, enforceability, or effect of the remainder of this Master Deed.

16. WAIVER. No provision contained in this Master Deed shall be deemed waived by reason of any failure to enforce the same, irrespective of the number of violations or the consistency of such failure of enforcements.

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals the day and year first above written.

WITNESS:

Susan A. Has

Donald J. Bianco LS
DONALD J. BIANCO

Dennis Calabrese LS
DENNIS CALABRESE

John C. Hoffman LS
JOHN C. HOFFMAN

STATE OF NEW JERSEY)

55

COUNTY OF OCEAN)

I certify that on February 29 1988,
RONALD L. BIONDO and JOHN C. JOFFMAN

persons: (a) named in and who personally signed the attached document; and (b) who signed, sealed and delivered this document as their act and deed.

Gusan Arjono Hano

0
 RUSAN ANGIANO HAAS
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES AUGUST 7, 1989

STATE OF NEW JERSEY:

SS

COUNTY OF *MERCER* :

I certify that on July 13, 2011 DENNIS CALABRESE

personally came before me and acknowledged under oath, to my satisfaction, that he is the person a) named in and who personally signed the attached document; and b) who signed, sealed and delivered this document as their act and deed.

X Bureau of Standards

DEVERLY S. HANCOCK
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 17, 1981

SCHEDULE A

DESCRIPTION

EXHIBIT 1

PLOT PLAN

EXHIBIT 2

BY-LAWS SCHOONERS VIEW CONDOMINIUM ASSOCIATION, AN
UNINCORPORATED ASSOCIATION

SCHEDULE A

Beginning at a point on the Northeasterly sideline of 11th Street distant 40 feet Southeastwardly from the Southeasterly sideline of Bay Avenue and running thence; (1) Northeastwardly and at right angles to 11th Street the distance of 106 feet to a point and running thence, (2) Southeastwardly and parallel with 11th Street the distance of 40 feet to a point and running thence, (3) Southwestwardly and at right angles to 11th Street the distance of 106 feet to the Northeasterly sideline of 11th Street and running thence, (4) Northwestwardly and along the Northeasterly sideline of 11th Street the distance of 40 feet being the point and place of Beginning.

Excepting therefore the following: All that certain lot, tract or parcel of land and premises, situate, lying and being in the Borough of Beach Haven, County of Ocean and State of New Jersey.

Beginning at a point, said point is located the following two courses and distances from the intersection of the Southeast sideline of Bay Avenue (100' wide) and the Northeast sideline of 11th Street (60' wide); First: South 61 degrees, 30 minutes East 80 feet; Second: North 28 degrees 30 minutes East 63.5 feet to said point of Beginning thence, (1) North 57 degrees 30 minutes West 2.11 feet; thence, (2) North 32 degrees 30 minutes East 27.6 feet; thence (3) North 57 degrees 30 minutes West 2.3 feet; thence (4) North 32 degrees 30 minutes East 10.3 feet; thence (5) South 57 degrees 30 minutes West 1.44 feet; thence (6) South 26 degrees 30 minutes West 38 feet to the point or place of Beginning.

Containing what it may.

It is the intent of this portion of the description to describe that portion of a one story frame building that is encroaching on Lot 17, Block 208 as per the tax map of the Borough of Beach Haven; and it is the intent of this description to follow the exact boundaries of the existing foundations and house as it may exist.

Being known as Lot 17, Block 208 on the tax map of the Borough of Beach Haven.

EXHIBIT I

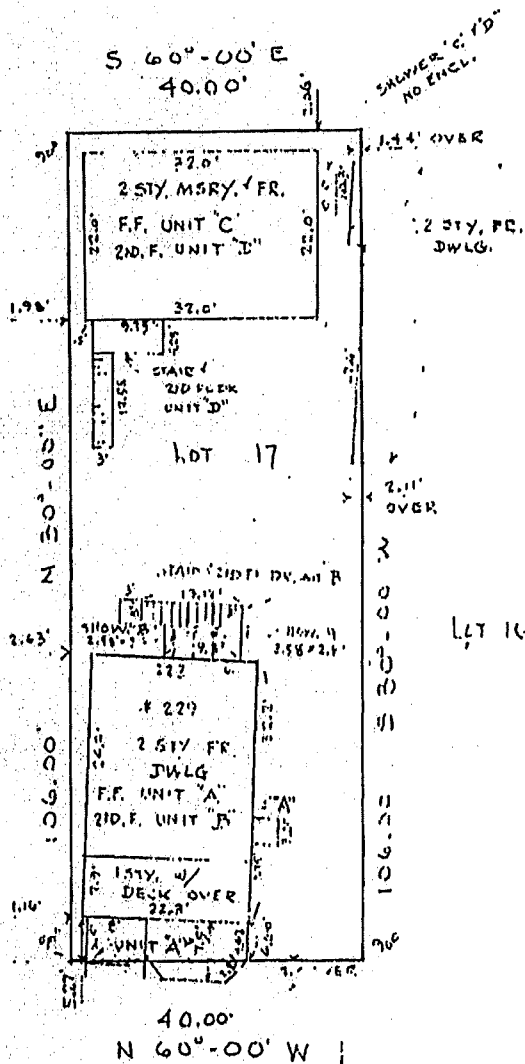
RAY AVE. 100' ROW

LOT 18

LOT 17

LOT 16

11 TH. ST.
60' ROW



FRONT DWLG.	S.F. LIVING SPACE	%
FIRST FL. : UNIT "A"	870	26.7
2ND. FL. : UNIT "A"	921	29.0
REAR DWLG.		
FIRST FL. : UNIT "C"	704	21.0
2ND. FL. : UNIT "D"	783	23.3

UNIT IDENTIFICATION PLAN
"SCHOONERS VIEW"
CONDOMINIUM ASSOC.
LOT 17 BLOCK 208 T.M.
BOROUGH OF BEACH HAVEN
OCEAN COUNTY, NEW JERSEY

NELKE/DENEKA
engineering - surveying
3408 Long Beach Blvd., Brant Beach, N.J. 08008

Sam Deneka

Sam Deneka P.E.L.S. #12659

Job No. 87-338 Date FEB 16, 88 Scale 1" = 20'

Hawaii Porting

By Laws.

12-1-98

- Had % change
65% each filed
with court.

-

ARTICLE ONE

PLAN OF UNIT OWNERSHIP

SECTION ONE. UNIT OWNERSHIP. The condominium, located at 229 E. 11th Beach Haven, NJ known and designated as lot 17 in block 20A on the Tax Assessment Map of the Borough of Beach Haven, County of Ocean and State of New Jersey and known as SCHOONERS VIEW CONDOMINIUMS, is submitted to the provisions of N.J.S.A. 46:8B-1 through 38, known as the Condominium Act, by Master Deed recorded simultaneously herewith in the office of the County recording officer of Ocean County, New Jersey.

SECTION TWO. APPLICABILITY TO PROPERTY. The provisions of these By-Laws are applicable to the condominium, which term includes the land, the building(s) and all other improvements thereon, all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed intended for use in connection therewith.

SECTION THREE. APPLICABILITY TO PERSON. All present and future owners, lessees, and mortgagees, their employees, and any other person who may use the facilities of the condominium in any manner shall be subject to its By-Laws, the Master Deed, and relevant unit deeds. Acquisition, rental, or occupancy of any unit in the condominium shall be sufficient to signify acceptance and ratification of the provisions of the aforementioned instruments, and an agreement to comply therewith.

SECTION FOUR. OFFICE. The office of the condominium and of the association of unit owners, hereinafter called the Association, shall be located at 229 E. 11th St., Beach Haven, NJ 08008.

ARTICLE TWO

GOVERNING BOARD

SECTION ONE. NUMBER AND QUALIFICATIONS. The affairs of the condominium shall be administered and managed by an association of owners, all power and authority of which shall be exercised through a governing board. Until units representing fifty percent (50%) in common interest shall have been sold by Donald J. Bianco, Dennis Calabrese and John C. Hoffman hereinafter called Grantor, and shall have been paid for, and thereafter until their successors shall have been elected by unit owners, the governing board shall consist of such of the officers and directors of Grantor as Grantor shall from time to time designate. Thereafter, the governing board shall be composed of four persons, all of whom shall be owners, co-owners, spouses of owners, or mortgagees of units, or in the case of corporate owners or mortgagees of units, officers, directors, shareholders, or employees of such corporations.

SECTION TWO. POWERS AND DUTIES. The governing board shall have the powers and duties necessary for the administration of the affairs of the condominium, and may do all such acts and things as are not by law, by the Master

Deed, or by these By-Laws directed to be exercised and done by the owners. The powers and duties to be exercised by the governing board shall include, but shall not be limited to, the following:

- (a) Maintenance, repair, replacement, cleaning, and sanitation of the common elements;
- (b) Determination, assessment, and collection of funds for common expenses, and payment of such expenses;
- (c) Adoption, distribution, amendment, and enforcement of rules governing the use and operation of the condominium and the use of the common elements, subject to the right of a majority of unit owners to change any such rules;
- (d) Procurement and maintenance of insurance as hereinafter provided;
- (e) Maintenance of accounting records, in accordance with generally accepted accounting principles, which records shall be made available for inspection by unit owners and mortgagees at all reasonable times;
- (f) Authorization and prosecution, in the name of the Association, of any and all actions and proceedings deemed necessary or appropriate in furtherance of the interests of unit owners generally, including suits to foreclose liens for nonpayment of common charges or to recover money judgments for unpaid common charges;
- (g) Entry into any and all contracts deemed necessary or appropriate in furtherance of the interests of unit owners generally;
- (h) Employment and dismissal of personnel deemed necessary or appropriate for the maintenance and operation of the property, the common elements and the limited common elements, if any;
- (i) Establishment of bank accounts in the name of the Condominium Association, and authorization of signatories therefor;
- (j) Purchasing, leasing, or otherwise acquiring in the name of the governing board, or its designee, corporate or otherwise, on behalf of all unit owners, units offered for sale, lease, or surrender by their owners to the governing board;
- (k) Purchasing units at foreclosure or other judicial sale in the name of the governing board or its designee, corporate or otherwise, on behalf of all unit owners;
- (l) Selling, leasing, mortgaging, or otherwise dealing with units acquired by, and subleasing apartment units leased by, the governing board or its designee, corporate or otherwise, on behalf of all unit owners;
- (m) Organizing corporations to act as designees of the governing board in acquiring title to or leasing units on behalf of all unit owners;

(n) Contracting for repairs of and additions and improvements to the property, and for repairs to and restoration of the property in accordance with these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

SECTION THREE. ELECTION AND TERMS OF OFFICE. At the first annual meeting of the Association, the terms of office of the governing board shall be fixed as follows: four members shall serve for a term of one year; each unit owner shall elect one member to the board.

SECTION FOUR. VACANCIES. Vacancies in the governing board caused by any reason other than the removal of a member by vote of the Association, shall be filled by vote of the majority of the remaining board members, even though they may constitute less than a quorum; each person so elected shall hold office until a successor is elected at the next annual meeting of the Association.

SECTION FIVE. REMOVAL OF BOARD MEMBERS. At any regular or special meeting duly called, any one or members of the governing board may be removed with or without cause by a majority of unit owners, and a successor may then and there be elected to fill the vacancy so created. Any board member so elected shall serve for the unexpired term of his predecessor in office. Any member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting at which a vote is to be taken on the issue of his removal.

SECTION SIX. ORGANIZATION MEETING. The first meeting of the governing board shall be held within ten days of the first annual meeting of the Association at which board members are elected and at such place as may be fixed by the Board. No notice shall be necessary to the newly elected governing board in order legally to constitute such a meeting, providing a majority of the Board shall be present.

SECTION SEVEN. REGULAR MEETINGS. Regular meetings of the governing board may be held at such times and places as shall from time to time be determined by the Board; provided, however, that at least one such meeting shall be held during each calendar year. Notice of each regular meeting of the governing board shall be given to each board member personally, or by mail, telephone, or telegraph, at least five days prior to the date of such meeting.

SECTION EIGHT. SPECIAL MEETINGS. Special meetings of the governing board may be called by the president, and shall be called by the president or secretary on the written request of at least one board member, on five days notice to each board member, given personally, or by mail, telephone or telegraph. Any such notice shall state the time, place, and purpose of the meeting.

SECTION NINE. WAIVER OF NOTICE. Any board member may at any time waive notice of any meeting of the governing board in writing, and any such written waiver shall be deemed equivalent to the giving of the notice required herein. Attendance by any board member of any meeting of the board shall constitute a waiver by him of notice of the time and place thereof. If all board members are present at any meeting of the board, no notice shall be required, and any business may be transacted at any such meeting.

SECTION TEN. QUORUM OF BOARD OF DIRECTORS. At all meetings of the governing board, a majority of the board shall constitute a quorum for the transaction of business, and the acts of a majority of members present at a meeting at which a quorum is present shall constitute the acts of the board. If at any meeting of the governing board there be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION ELEVEN. BINDING ARBITRATION. If the governing board disagrees and reaches an impasse on any matter requiring action by the board, the matter shall, on the application of any member, be submitted to binding arbitration before the American Arbitration Association, and the board shall be bound by the determination of the arbitrator, with the costs of such arbitration to be paid by the Association. This provision shall not be employed unless all members of the governing board have met and been unable to secure a majority decision on the subject in question.

SECTION TWELVE. COMPENSATION. The members of the governing board shall serve without compensation.

SECTION THIRTEEN. LIABILITY OF GOVERNING BOARD. Members of the governing board shall not be liable to unit owners for mistakes in judgment, for negligence, or otherwise, except for their own willful misconduct or bad faith. Nor shall members of the governing board be personally liable with respect to any contract made by them on behalf of the Association, and unit owners shall indemnify the governing board and each member thereof against all contractual liability to third parties arising out of contracts made by the governing board on behalf of the Association. However, such indemnification shall not extend to any contract made in bad faith or contrary to the provisions of the Master Deed, or of these By-Laws. The liability of each unit owner arising out of any contract made by the governing board or out of the said indemnification of the members of the governing board shall be the proportion of the total liability that such unit owner's interest in the common elements bears to the interests of all such unit owners' interest in the common elements. Every agreement made by the governing board or by any managing agent or manager employed by the governing board on behalf of the condominium shall provide that the members of the governing board, or the managing agent or manager, as the case may be, are acting only as agents for the unit owners, and shall have no personal liability thereunder except as unit owners, and shall further provide that each unit owner's liability thereunder is limited to the proportion of the total liability thereunder that his interest in the common elements bears to the interests of all unit owners in the common elements.

ARTICLE THREE

UNIT OWNERS

SECTION ONE. ANNUAL MEETINGS. Within thirty days after units representing fifty (50%) percent or more in common interest shall have been sold by Grantor and paid for, Grantor shall notify all unit owners thereof, and the first annual meeting of the Association shall be called by the president to be held within twenty-five days thereafter. At such meeting, officers and directors of Grantor shall resign, and all unit owners, including Grantor, shall elect a new governing board. Thereafter, annual meetings of the Association shall be held on the first Monday in May of each succeeding year. At such meetings there shall be elected by ballot of the owners a governing board in accordance with the requirements of Section Three of Article Two of these By-Laws. The owners may also transact such other business of the Association as may properly come before the meeting.

SECTION TWO. SPECIAL MEETINGS. The president may, and shall if directed by resolution of the governing board or by petition signed and presented to the secretary by unit owners owning a total of at least fifty (50%) percent of the common elements, call a special meeting of the Association. The notice of any special meeting shall state the time and place of the meeting, and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent either in person or by proxy of unit owners owning at least fifty (50%) percent of the common elements.

SECTION THREE. PLACE OF MEETINGS. Meetings of the Association shall be held at the principal office of the Association, or at such other suitable place convenient to the owners as may be designated by the board of directors.

SECTION FOUR. NOTICE OF MEETINGS. It shall be the duty of the secretary to mail a notice of each annual or special meeting, stating the purpose, the time, and the place thereof, to each unit owner, at least five, but not more than ten days prior to such meeting. The mailing of a notice in the manner provided in this section shall be considered notice served. Such notice as is provided herein may be waived by any unit owner who does so in writing.

SECTION FIVE. QUORUM. At all meetings of the Association, a majority of unit owners shall constitute a quorum for the transaction of business, and the acts of a majority of the unit owners present at a meeting at which a quorum is present shall be the acts of the Association for all purposes except those for which the approval of a higher percentage is required by these By-Laws, by the Master Deed, or by law. If, at any meeting of unit owners, less than a quorum is present, a majority of unit owners present may adjourn the meeting to a time not less than twenty-four hours from the time the original meeting was called. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION SIX. ORDER OF BUSINESS. The order of business at all meetings of the Association shall be as follows:

- (a) Roll call.

- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Governing Board.
- (f) Report of committees.
- (g) Election of members of governing board (when required).
- (h) Unfinished business.
- (i) New business.

SECTION SEVEN. VOTING. The owner or owners of each unit, or some person appointed by such owner or owners to act as proxy on his or their behalf, shall be entitled to cast the vote appurtenant to each such unit at all meetings of unit owners. The appointment of any proxy shall be in a writing with the secretary, and shall be revocable at any time by notice in writing to the secretary. Voting shall be on a percentage basis. The percentage of the vote to which an owner is entitled shall be the percentage or the sum of the percentages of ownership interest in the common elements assigned to the unit or units owned by him as set forth in the Master Deed.

SECTION EIGHT. TITLE TO UNITS. Title to units may be acquired and held in the name of an individual, in the name of two more persons as joint tenants, tenants in common, or tenants by the entireties, or in the name of a corporation, a partnership, or a fiduciary.

ARTICLE FOUR

OFFICERS

SECTION ONE. DESIGNATION. The principal officers of the Association shall be a president, a vice president, and a secretary/treasurer, all of whom shall be elected by and from the governing board. The governing board may also appoint such other officers as in its judgment may be necessary.

SECTION TWO. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the governing board at the organizational meeting of each new board, and shall hold office at the pleasure of the board.

SECTION THREE. REMOVAL OF OFFICERS. On the affirmative vote of a majority of the members of the governing board, any officer may be removed, with or without cause, and his successor may be elected at any regular meeting of the governing board, or at any special meeting of the board called for that purpose.

SECTION FOUR. PRESIDENT. The president shall be the chief executive officer of the Association. He shall preside at all meetings of the governing board and of unit owners. He shall have all general powers and duties that are incident to the officer of president of an unincorporated association.

SECTION FIVE. VICE PRESIDENT. The vice president shall take the place of the president and perform his duties whenever the president shall be absent or unable to act. If neither the president or vice president is able to act, the

governing board shall appoint some other member of the board to do so on an interim basis. The vice president shall also perform such other duties as may from time to time be imposed upon him by the governing board.

SECTION SIX. SECRETARY/TREASURER. The secretary shall keep the minutes of all meetings of the governing board and of units owners; he shall have charge of such books and papers as the governing board may determine; and he shall, in general, perform all duties incident to the office of secretary of an unincorporated association; as treasurer he shall have responsibility for the funds and securities of the Association, for keeping full and accurate accounts sharing all receipts and disbursements, and for the preparation of all necessary financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the governing board or managing agent, in such depositories as may from time to time be designated by the governing board, and shall, in general, perform all duties incident to the office of treasurer of an unincorporated association.

SECTION SEVEN. COMPENSATION. The officers shall serve without compensation.

ARTICLE FIVE

OPERATION OF PROPERTY

SECTION ONE. DETERMINATION OF COMMON CHARGES. The governing board shall from time to time, and at least annually, prepare a budget for the Association, which budget shall include projections of common expenses, common revenues, (from sources other than assessments of unit owners), the amounts of common charges required to meet the excess of the former over the latter, and an allocation and assessment of such common charges against unit owners as provided in the master deed. As used in these By-Laws, the term "common expenses" or "common charges" shall mean expenses or charges for which unit owners are proportionately liable, and shall include, but shall not be limited to the following:

- (a) All expenses of administration, maintenance, repair, and replacement of the common elements.
- (b) Insurance premiums on all policies of insurance obtained by the governing board, managing agent, or manager, as the case may be, pursuant to Sections Twelve and Thirteen of this Article.
- (c) Working capital reserve.
- (d) General operating reserve.
- (e) Repair and replacement reserve.
- (f) Reserve for deficits accrued in prior years.
- (g) Reserve for acquisition or lease of units, the owners of which have elected to sell or lease the same, or that may become available at foreclosure or other judicial sale.

(h) Utility rates for water and sewer rents.

(i) All other amounts that the owners may agree upon or that the governing board may deem necessary or appropriate for the operation, administration, and maintenance of the condominium.

(j) All other amounts designated common expenses by the Master Deed, by these By-Laws, or by law.

The governing board shall furnish copies of the budget on which the allocations and assessments of common charges are based to all unit owners and mortgagees.

SECTION TWO. COLLECTION OF ASSESSMENTS. The governing board shall assess common charges against the unit owners from time to time, and at least annually, and shall advise each unit owner in writing of the amount of common charges payable by him. If any common charge remains unpaid for more than thirty days from the date due, the governing board shall take prompt action to collect the same.

SECTION THREE. COMMON SURPLUS. If in any taxable year, the net income of the Association from assessments and all other sources except casualty insurance proceeds and other nonrecurring items exceeds the sum of (a) total common expenses for which payment has been made or liability incurred within the taxable year, and (b) reasonable reserves for common expenses in succeeding taxable years as may be determined by the governing board, such excess shall be returned forthwith to unit owners, the share of each being in proportion to the amount of assessments for common expenses paid by him within the taxable year.

SECTION FOUR. LIABILITY FOR ASSESSMENTS. All unit owners are obligated to pay the common charges assessed by the governing board at such times as the board may determine. No unit owner may exempt himself from liability for any assessment for common charges by waiver of the use or enjoyment of any of the common elements or by abandonment of his unit. However, no unit owner shall be liable for any assessment for common charges against his unit subsequent to a sale, transfer, or other conveyance by him of such unit. Moreover, any owner of a unit that is free and clear of all liens and encumbrances other than a first mortgage and the statutory lien for unpaid common charges, may, subject to the provisions of these By-Laws, convey such unit to the governing board or its designee, corporate or otherwise as grantee on behalf of all other unit owners, and such conveyance shall exempt the owner from liability for any common charges assessed thereafter. In all voluntary conveyances of units, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover over against the grantor for any amounts paid by the grantee. However, any such grantee, or any mortgagee shall be entitled, within ten days after making request therefor, to a certificate from the governing board, or the managing agent or manager, as the case may be, setting forth the amount of unpaid assessments pertaining to such unit, and in such event, any person other than the grantor who relies on such certificate shall be entitled to rely thereon, and shall not be liable for any amounts in excess of the amount stated therein. A mortgagee or other purchaser of a unit at a foreclosure sale shall not be

liable for nonpayment of any common charges assessed prior to the date of the foreclosure sale, and such unit shall not be subject to a lien for nonpayment of charges.

SECTION FIVE. DEFAULT IN PAYMENT OF COMMON CHARGES.

In the event a unit owner shall fail for thirty days following the due date thereof, to pay to the governing board the common charges assessed against his unit, such unit owner shall be deemed in default, and shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including reasonable attorneys' fees, incurred by the governing board in any proceeding brought to collect the same, or to foreclose a lien for nonpayment thereof.

SECTION SIX. FORECLOSURE OF LIENS FOR UNPAID COMMON CHARGES.

It shall be the right and duty of the governing board to attempt to recover unpaid common charges, together with interest thereon, and any expenses of the proceeding, including reasonable attorneys' fees, in any action brought against any unit owner in default on his obligation to pay the same, or by foreclosure of the lien on any unit in respect to which such default has occurred provided for in Section 46:8B-21 of the New Jersey Statutes. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit for the period beginning with the initial default and ending with the satisfaction of amounts secured by such lien from the proceeds of the sheriff's sale. Any unpaid common expenses remaining uncollectible for more than sixty days after such sheriff's sale may be assessed by the governing board as common expenses to be collected from all unit owners including the purchaser who acquires title at the sheriff's sale, his successors and assigns. The governing board, acting on behalf of all unit owners, shall have the power to bid on and to purchase any unit offered for sale at a sheriff's sale, and to acquire, hold lease, mortgage, convey, or otherwise deal with the same. Suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosure or waiving the lien securing the same, and foreclosure shall be maintainable notwithstanding the pendency of a suit to recover a money judgment.

SECTION SEVEN. MAINTENANCE AND REPAIR.

(a) Every owner shall promptly perform all maintenance and repair work within his own unit, which if omitted would affect any common element, any portion of the property belonging to other owners, or the project as a whole, being expressly responsible for all damages and liabilities that any failure to repair or maintain may engender.

(b) All maintenance, repairs, and replacements to the common elements, whether located inside or outside individual units, shall be the responsibility of the governing board and shall be charged to all unit owners as common expenses unless such maintenance, repairs, or replacements are necessitated by the negligence or misconduct of individual unit owners, in which case they shall be the responsibility of, and shall be charged to such individual unit owners.

(c) Each unit owner shall be responsible for and reimburse the association for any expenditures

incurred in repairing or replacing any common element damaged through his fault.

SECTION EIGHT. USES OF UNITS.

(a) Individual units shall be occupied and used by their respective owners only as a single family residence.

(b) No portion of a unit other than the entire unit may be rented.

(c) No owner, resident, or lessee shall install wiring for any electrical or telephone installation, television antenna, air conditioning unit, or machine of any kind, on the exterior of the project, or which protrudes through the walls or the roof of the project, except as authorized by the governing board.

(d) Owners shall not take or cause to be taken within their units, any action that would jeopardize the soundness or safety of any part of the condominium property or impair any easement or right appurtenant thereto or affect the common elements without the unanimous consent of all unit owners who might be affected thereby.

(e) Owners shall not permit anything to be done or kept in their units that would increase the rate of fire insurance thereon or on the condominium as a whole.

(f) No immoral, improper, offensive, or unlawful uses shall be made of condominium property or any part thereof, and each unit owner, at his own expense, shall comply with, perform, and duly satisfy all city, state, and federal laws, statutes, ordinances, regulations, orders, or requirements affecting his unit.

(g) No more than one (1) pet shall be allowed per unit.

SECTION NINE. RIGHT OF ACCESS. The Association shall have, and shall exercise through the manager, managing agent, or other person or persons authorized by the governing board, a right of access to each unit from time to time during reasonable hours, to maintain, repair, or replace any common elements therein or accessible therefrom, or to make emergency repairs necessary to prevent damage to common elements or to any other unit or units, or to correct any condition violative of the provisions of any mortgage secured by any other unit. Requests for access shall be made in advance and shall be scheduled for times convenient to the owner except that in case of emergencies, right of access shall be immediate, and shall exist whether the unit owner is present at the time or not.

SECTION TEN. MODIFICATIONS BY GOVERNING BOARD.

Whenever in the judgment of the governing board the common elements require additions or alterations, the making of such additions or alterations shall require approval by a majority of unit owners. After such approval has been obtained, the governing body shall proceed with the additions or alterations, and the costs thereof shall be treated as common expenses.

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SECTION ELEVEN. REPAIR OR RECONSTRUCTION. In the event of any damage to or destruction of any improvements on the condominium property or any part thereof, or any common element or elements or any part thereof, required by the Master Deed, these By-Laws, or by law to be insured by the Association, such improvements, including individual units therein, but excluding furniture, fixtures, decorations, and equipment installed or placed therein by unit owners, or common elements shall be promptly repaired and restored by the governing board using the proceeds of such insurance.

SECTION TWELVE. FIRE AND EXTENDED COVERAGE INSURANCE. The governing board of the Association, or the managing agent or manager, as the case may be, shall obtain and continue in effect insurance against loss by fire and other casualties normally covered under broad form fire and extended coverage insurance as written in New Jersey, covering all common elements, all structural portions of the condominium property, in an amount not less than one hundred per cent of the assessed value thereof. The premiums of such insurance shall be a common expense to be paid by monthly assessments levied by the governing board.

SECTION THIRTEEN. LIABILITY INSURANCE. The governing board of the Association shall obtain and continue in effect insurance against liability for personal injury and death and for damaged property arising from accidents occurring within the common elements in such amounts as shall be determined by the governing board. The premiums for such insurance shall be a common expense.

SECTION FOURTEEN. RIGHT OF OWNERS TO INSURE UNITS. Any insurance obtained or maintained by the governing board, managing agent, or manager, as the case may be, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance as they see fit. Each unit owner is responsible for securing any insurance it deems prudent to cover its unit in addition to the insurance provided by the Association. All unit owners shall be provided with a copy of the Association's insurance policies.

SECTION FIFTEEN. RIGHT OF OWNERS TO INSURE UNITS. Any insurance obtained or maintained by the governing board, managing agent, or manager, as the case may be, shall be without prejudice to the rights of unit owners to obtain and maintain such unit insurance they see fit.

SECTION SIXTEEN. RULES OF CONDUCT. Rules and regulations concerning the use of the common elements and of individual units may be promulgated and amended from time to time by the governing board with the approval of a majority of unit owners.

SECTION SEVENTEEN. ABATEMENT OF VIOLATIONS. Violations of any provision of the Master Deed, of a Unit Deed, of these By-Laws, or of any rule or regulation adopted pursuant hereto, shall give the governing board, acting on behalf of all unit owners, the right, in addition to any other rights set forth herein:

(a) To enter any unit in or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any thing or condition constituting such violation or breach, and

the governing board shall not be deemed guilty of trespass in so doing; or

(b) To enjoin, abate, or remedy the continuance of such violation or breach by appropriate legal proceedings, or to bring an action for the recovery of damages. The cost of such proceeding, including attorneys' fees, shall be paid by the unit owner if he is found to have violated the terms of this master deed.

ARTICLE SIX

EMINENT DOMAIN

SECTION ONE. CONDEMNATION OF COMMON ELEMENTS. If all or any part of the common elements is taken or injured by eminent domain, each unit owner shall be entitled to notice of such taking, and to participate through the Association in the proceedings incident thereto. Any damages shall be for the taking, injury, or destruction as a whole, and shall be collected by the governing board. If those unit owners entitled to exercise one hundred per cent of the total voting power of the Association duly and promptly approve the repair and restoration of the common elements, the governing board shall contract for such repair and restoration, and shall disburse the proceeds of the award in appropriate progress payments to contractors engaged in such repair and restoration. If the proceeds of the award are insufficient to defray the entire expense of repair and restoration, the excess of such expense over such proceeds shall be treated as a common expense. In the event that these unit owners entitled to exercise one hundred per cent of the total voting power of the Association do not duly and promptly approve the repair and restoration of the common elements, the net proceeds shall be divided by the governing board among all unit owners in proportion to their respective common interests, or limited common interests, as the case may be, paying out of the share of each unit owner the amount of any unpaid liens on his unit, in the order of priority of such liens.

SECTION TWO. CONDEMNATION OF UNITS. If all or any part of any unit or units, other than the undivided interest in the common elements, shall be taken, injured, or destroyed by eminent domain, each unit owner so affected shall be entitled to a notice of such taking and to participate directly in the proceedings incident thereto. Any damages shall be payable directly to such owner or owners.

ARTICLE SEVEN

RECORDS

SECTION ONE. RECORDS-CERTIFICATION BY CERTIFIED PUBLIC ACCOUNTANT. The manager, managing agent, and governing board shall keep detailed records of all actions of such manager, managing agent, and governing board, as well as minutes of the meetings of the governing board, minutes of the Association, and financial records and books of account of the Association, kept in accordance with generally accepted accounting principles. Such records shall include

a chronological record of all receipts and disbursements. A separate account shall also be kept for each unit containing, among other things, the amount of each assessment against such unit, the date when due, amount paid thereon, and the balance remaining due. The governing board shall also prepare a semi-annual written report summarizing receipts and disbursements of the Association, copies of which shall be made available to all unit owners. Additionally, an annual report of receipts and disbursements of the condominium, certified by a certified public accountant, shall be rendered by the governing board, to all unit owners and mortgagees requesting the same, promptly after the end of each fiscal year.

ARTICLE EIGHT

MISCELLANEOUS

SECTION ONE. NOTICES. All notices required or permitted to be sent to the governing board shall be sent by registered or certified mail in care of the manager or managing agent, or if there is no manager or managing agent, to the office of the governing board at 229 E. 11th St., Beach Haven, NJ 08008, or to such other address as the governing board may from time to time designate. All notices required or permitted to be sent to any unit owner shall be sent by registered or certified mail to the condominium or to such other address as such owner may have designated in writing to the governing board. All notices to unit mortgagees shall be sent by registered or certified mail to their respective addresses, as maintained by the secretary in the book entitled "Mortgagees of Units." All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION TWO. WAIVER. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations and failures to enforce that may occur.

SECTION THREE. INVALIDITY. If any provision or provisions of these By-Laws is or are declared invalid, such invalidity shall in no way impair or affect the validity, enforceability, or effect of the remaining provisions of these By-Laws.

SECTION FOUR. CAPTIONS. Captions are inserted in these By-Laws for convenience and reference only, and shall not be taken in any way to limit or describe the scope of these By-Laws or any provision thereof.

ARTICLE NINE

AMENDMENTS

SECTION ONE. AMENDMENTS. These By-Laws may be amended or supplemented by the vote of those unit owners entitled to exercise fifty one (51) percent of the total voting power of the Association at a meeting of the Association duly called and held for such a purpose. Any such amendment or

supplement shall be filed for record in the office in which these By-Laws are recorded.

ARTICLE TEN

CONFLICTS

SECTION ONE. CONFLICTS. These By-Laws are intended to comply with the requirements of, and are promulgated pursuant to Chapter 8B of Title 46 of the New Jersey Statutes. If these By-Laws or any provisions hereof are so construed as to be in conflict with the provisions of such statute, or of the Master Deed to which they are detached, the provisions of such statute or of the Master Deed, as the case may be, shall control.

IN WITNESS WHEREOF, the grantors have hereunto set their hands and seals the day and year first above written.

X *Donald J. Bianco* LS
DONALD J. BIANCO

Dennis Calabrese LS
DENNIS CALABRESE

John C. Hoffman LS
JOHN C. HOFFMAN

STATE OF NEW JERSEY)
COUNTY OF OCEAN)

I certify that on February 29 1988, DONALD J. BIANCO, and JOHN C. HOFFMAN personally came before me and acknowledged under oath, to my satisfaction, that they are the persons: (a) named in and who personally signed the attached document; and (b) who signed, sealed and delivered this document as their act and deed.

Susan Angiono Haas

SUSAN ANGINO HAAS
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 7, 1989

STATE OF NEW JERSEY:
COUNTY OF OCEAN: SS

I certify that on Feb. 21 1988, DENNIS CALABRESE personally came before me and acknowledged under oath, to my satisfaction, that he is the person a) named in and who personally signed the attached document; and b) who signed, sealed and delivered this document as their act and deed.

X *Beverly S. Hancock*

BEVERLY S. HANCOCK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 12, 1991



